

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, June 11, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting</u>	
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Human Resources Report Summary June 2024 Activities

Staffing Updates:

Number of staffing changes received by HR during the month of May. This is a summary of the consent agenda.

	Certified	Non-Certified
# New Hires	15	6
# Retirements	2	4
# Resignations	4	9
# Leave of Absences	1	1

HR Department Updates:

Human Resources is currently preparing to confirm the non-renewals of Certified staff. We attended a job fair with Duluth CareerForce on June 5 and were able to talk with potential candidates for our non-certified positions we have available.

Human Resources will be having a Business of the Day event with Duluth CareerForce where we can focus on interviewing and assisting people to apply for non-certified jobs on the spot on August 12th. Human Resources staff attended the outdoor Mini Series Career Fair with CareerForce of Carlton County for their May 24th Career Fair. We will be participating in the rest of their Mini Series Career Fairs on July 25th, August 22nd and September 26th. For these fairs, we focus more on promoting non-certified staffing positions, such as bus drivers and helpers, maintenance positions, paraprofessional positions, and food service workers.

Benefits Updates:

The Benefits Department is processing retirements, calculating healthcare savings plans, and assisting with benefit enrollment for this year's retirees. In addition, the department is hosting free physical therapy consults for the DSC buildings employees on Monday, June 10th.

All changes and rate updates for Open Enrollment take place July 1st, meaning employees see the price change in their June paychecks.

Hiring Updates:

To date for the 24-25 school year, we have posted 146 certified openings and have filled 106.

Certified:

For 24-25 school year:

Teachers

Elementary (7)

Middle School (11)

Special Education (6)

Adult Basic Education (1)

To date for the 24-25 school year, we have posted 78 non-certified openings and have filled 57.

Non-Certified:

Clerical (1)

Maintenance (13)

Custodian I (5)

Engineer II (1)

Master Electrician (1)

Second Shift Engineer I (4)

Second Shift Engineer II (2)

Transportation (7)

School Bus Driver II (4)

School Bus Helper (1)

Temporary Van Driver (1)

Playground/Cafeteria Monitor(6)

Paraprofessionals (11)

Early Childhood Sp. Ed (1)

Instructional Paraprofessional (1)

Sp. Ed. Building Wide Paraprofessional (2)

Sp. Ed. Program Paraprofessional (5)

Sp. Ed. Student Spec. Paraprofessional (1)

2024 ESY Paraprofessional (1)

Contract Negotiations:

We have come to a Tentative Agreement with the Education Directors Association that we will be bringing to the board in June. Negotiations are continuing with both the Clerical Unit and the National Conference of Firemen and Oilers.

Upcoming negotiation dates are as follows:

National Conference of Firemen and Oilers July 22, 23 and 24

Clerical Unit June 24, July 1 and 8

We are still waiting to start the process for July 1, 2023 contract expiration with the District-Wide Instructional Administrators Association. They have not yet requested to negotiate.

2023-2024	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12	
School	Enroll	Gr 1-5														
Congdon Park 435	478.00	397.00	81.00	68.00	68.00	82.00	92.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Homecroft 475	440.00	373.00	67.00	75.00	75.00	76.00	78.00	69.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lakewood 500	246.00	210.00	36.00	41.00	46.00	48.00	38.00	37.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lester Park 510	527.00	444.00	83.00	102.00	76.00	83.00	86.00	97.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell 520	297.50	245.50	52.00	50.50	54.00	45.00	53.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell Sp Immersion 521	335.00	278.00	57.00	63.00	62.00	52.00	48.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MacArthur 525	283.00	236.00	47.00	44.00	54.00	45.00	42.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Myers Wilkins 540	307.00	254.00	53.00	50.00	48.00	56.00	48.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Piedmont 550	395.00	318.00	77.00	73.00	62.00	68.00	55.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Stowe 565	227.00	186.00	41.00	43.00	33.00	40.00	36.00	34.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lincoln Middle 225	612.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	233.65	182.40	196.30	0.00	0.00	0.00	0.00	
Ordean East Middle 335	1095.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	370.55	341.00	383.70	0.00	0.00	0.00	0.00	
AE Online 650	179.76	626 students 42 Open Enrolled, 67 FT Residents, 517 PT Residents, average enrollment 0.29 or 2 classes							0.00	2.40	1.90	5.00	32.62	41.90	56.02	39.92
Denfeld 215	902.60								0.00	0.00	0.00	0.00	248.05	266.05	187.40	201.10
East 220	1386.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	372.85	354.25	336.65	322.70	
Merritt Creek Academy 81	81.85	33.00	5.00	4.00	3.00	10.00	5.00	11.00	11.30	5.55	10.00	5.00	7.00	4.00	1.00	
ALC 611	71.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	12.85	35.00	22.70	
Chester Creek Academy 575	32.00	20.00	2.00	1.00	4.00	5.00	7.00	3.00	4.00	2.00	0.00	2.00	2.00	0.00	0.00	
Rock Ridge Academy 580	35.18	14.00	2.00	5.00	1.00	3.00	1.00	4.00	2.40	1.70	5.33	5.35	3.70	0.70	0.00	
Arrowhead Academy 605	18.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	2.00	0.00	4.00	7.00	2.00	2.00	
Bethany Crisis Shelter 615	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.00	
Hospitals 630	22.66	3.00	0.00	0.00	1.00	1.00	0.00	1.00	2.00	3.00	4.00	4.66	5.00	1.00	0.00	
The Bridge 950	14.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.85	
Total:	7988.25	3011.50	603.00	619.50	587.00	614.00	589.00	602.00	627.30	539.55	604.33	675.78	699.75	622.77	604.27	

2023-2024
Month to Month Enrollment Changes by School

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2023-2024	22-23	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY
Congdon Park 435	458.00	473.00	471.00	477.00	480.00	474.00	479.00	475.00	475.00	476.00	478.00	2.00		5.00	20.00
Homecroft 475	404.00	435.00	435.00	435.00	434.00	434.00	434.00	436.00	437.00	438.00	440.00	2.00		5.00	36.00
Lakewood 500	253.00	247.00	246.00	246.00	248.00	248.00	246.00	246.00	247.00	246.00	246.00	0.00		-1.00	-7.00
Lester Park 510	577.00	529.00	527.33	524.00	522.00	523.00	525.00	523.00	527.00	525.00	527.00	2.00		-2.00	-50.00
Lowell 520	274.00	304.00	305.00	303.00	300.00	300.50	299.50	299.50	301.50	301.50	297.50	-4.00		-6.50	23.50
Lowell Immersion 521	322.00	343.00	342.00	340.00	336.00	334.00	332.00	331.00	331.00	331.00	335.00	4.00		-8.00	13.00
MacArthur 525	291.00	290.00	290.00	290.00	286.00	288.00	288.00	287.00	289.00	285.00	283.00	-2.00		-7.00	-8.00
Myers Wilkins 540	315.83	319.00	320.66	322.00	326.33	327.00	323.00	313.00	309.00	308.00	307.00	-1.00		-12.00	-8.83
Piedmont 550	409.00	396.00	397.00	396.00	394.00	393.00	390.00	390.00	395.00	396.00	395.00	-1.00		-1.00	-14.00
Stowe 565	232.00	226.00	225.00	222.00	223.00	222.00	219.00	224.00	224.00	226.00	227.00	1.00	3.00	1.00	-5.00
Lincoln Middle 225	592.55	630.00	627.40	633.00	626.73	630.15	625.15	624.00	624.40	617.50	612.35	-5.15		-17.65	19.80
Ordean East Middle 335	1058.83	1101.60	1094.65	1110.40	1110.85	1107.85	1101.63	1104.00	1094.55	1096.85	1095.25	-1.60	-6.75	-6.35	36.42
AE Online 650	164.51	94.25	124.68	125.78	139.04	136.49	192.35	186.58	180.33	178.63	179.76	1.13		85.51	15.25
Denfeld 215	888.35	968.20	951.20	972.80	952.15	944.45	916.25	913.15	910.20	899.25	902.60	3.35		-65.60	14.25
East 220	1389.25	1567.00	1484.18	1469.00	1456.30	1453.90	1410.15	1400.85	1387.60	1384.70	1386.45	1.75	6.23	-180.55	-2.80
Merritt Creek Academy 81	83.78	85.00	82.62	86.75	80.78	77.60	84.45	84.60	82.55	83.85	81.85	-2.00		-3.15	-1.93
ALC Seat Based 611	86.70	96.00	82.55	78.55	73.55	67.15	72.70	73.70	76.55	75.55	71.55	-4.00		-24.45	-15.15
Chester Creek Academy 575	47.33	32.00	32.00	30.00	29.00	29.00	31.00	30.00	32.00	31.00	32.00	1.00		0.00	-15.33
WHA RRA 580	27.45	49.00	51.00	48.70	45.00	43.75	44.70	41.80	37.85	38.21	35.18	-3.03		-13.82	7.73
Arrowhead Academy 605	21.00	14.00	15.00	15.00	15.00	17.00	19.00	22.00	17.00	15.00	18.00	3.00		4.00	-3.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.00	0.00	2.00	0.75	0.25	0.25	0.25	0.00		0.00	0.00
Hospitals 630	23.00	10.00	14.00	16.00	22.00	9.00	19.00	18.00	19.00	20.00	22.66	2.66		12.66	-0.34
The Bridge 950	10.00	18.00	17.85	17.85	18.00	18.00	14.85	14.85	14.85	14.85	14.85	0.00	-2.37	-3.15	4.85
Total:	7928.83	8227.30	8136.37	8159.08	8117.73	8077.84	8068.73	8038.78	8012.63	7988.14	7988.25	0.11	0.11	-239.05	59.42
Change		298.47	-90.93	22.71	-41.35	-39.89	-9.11	-29.95	-26.15	-24.49	0.11				

2023-2024
Month to Month Enrollment Changes by Grade

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2023-2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Diff	Net		Avg
EC	170.00	173.00	213.00	328.00	335.00	353.00	367.00	376.00	387.00	414.00	27.00		217.00	311.60
PK	0.00	32.00	66.00	52.00	52.00	51.00	50.00	50.00	50.00	37.00	-13.00	14.00	50.00	44.00
KA	145.00	148.00	152.00	162.00	161.00	162.00	163.00	150.00	155.00	158.00	3.00		10.00	155.60
KG	455.00	450.00	445.00	435.00	437.00	438.00	438.00	453.00	448.00	445.00	-3.00		-7.00	444.40
1	627.20	618.00	620.00	619.00	617.50	622.50	623.50	619.50	619.50	619.50	0.00		-7.70	620.62
2	597.00	595.00	592.00	588.00	586.00	588.00	583.00	587.00	583.00	587.00	4.00		-14.00	588.60
3	615.00	613.00	618.00	619.00	609.00	610.00	610.00	613.00	614.00	614.00	0.00		-1.00	613.50
4	610.33	602.33	603.00	601.00	603.00	592.00	591.00	592.00	589.00	589.00	0.00		-21.33	597.27
5	610.99	605.99	603.00	598.66	602.00	605.00	599.25	597.00	602.00	602.00	0.00		-8.99	602.59
6	640.00	634.10	637.30	633.30	631.00	629.60	627.05	626.00	622.30	627.30	5.00	9.00	-17.70	630.80
7	555.00	542.45	551.75	549.30	545.75	546.60	544.30	548.40	543.40	539.55	-3.85		-11.60	546.65
8	610.23	600.10	606.25	608.63	608.45	607.93	608.55	606.30	606.18	604.33	-1.85	-5.70	-4.05	606.70
9	670.00	656.18	677.65	676.21	674.81	676.08	677.61	671.86	676.74	675.78	-0.96		6.74	673.29
10	711.05	710.05	725.20	722.10	714.35	718.05	715.90	705.90	698.20	699.75	1.55		-12.85	712.06
11	655.20	655.39	654.85	647.93	638.23	637.20	642.35	633.55	627.30	622.77	-4.53		-27.90	641.48
12	725.30	705.78	673.08	657.60	649.75	635.77	615.27	609.12	603.52	604.27	0.75	-3.19	-121.78	647.95
K 12 Total:	8227.30	8136.37	8159.08	8117.73	8077.84	8068.73	8038.78	8012.63	7988.14	7988.25	0.11	0.11	-239.16	8081.49
Change		-90.93	22.71	-41.35	-39.89	-9.11	-29.95	-26.15	-24.49	0.11				

Child Nutrition Report

May 2024 Meal Counts

Week of:	Break 5/1/2024	Lunch 5/1/2024	Break 5/6/2024	Lunch 5/6/2024	Break 5/13/2024	Lunch 5/13/2024	Break 5/20/2024	Lunch 5/20/2024	Breakfast 5/27/2020	Lunch 27-May	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	329	1005	501	1784	495	1812	505	1696	423	1309	2253	7606	102	346
Denfeld	717	1470	1116	2421	1190	2324	1057	2414	836	1759	4916	10388	223	472
Harbor City											0	2207	0	100
East High	961	1616	1474	2792	1530	2824	1384	2941	1166	2121	6515	12294	296	559
Homecroft	514	1058	821	1779	818	1744	640	1424	301	821	3094	6826	141	310
Lakewood	346	537	494	918	550	854	502	893	392	746	2284	3948	104	179
Lester Park	494	1159	657	1965	848	1892	877	1858	622	1414	3498	8288	159	377
Lincoln park	620	1187	978	2134	972	2031	987	2046	770	1561	4327	8959	197	407
Lowell	874	1440	1477	2425	1479	2419	1430	2254	1144	1901	6404	10439	291	475
Laura Macart	579	698	967	1210	944	1125	921	1124	730	883	4141	5040	188	229
Myers-Wilkins	496	764	775	1237	808	1245	781	1273	570	960	3430	5479	156	249
Ordean/East	469	1907	655	3389	699	3221	706	3394	550	2478	3079	14389	140	654
Piedmont	832	1135	1384	1826	1399	1829	1362	1835	1081	1444	6058	8069	275	367
Rockridge	72	113	106	161	112	158	96	149	72	118	458	699	21	32
Stowe	538	605	911	1022	862	1004	878	1007	732	826	3921	4464	178	203
ALC	14	36	652	93	40	81	32	55	17	48	755	313	44	18
	3 days	alc 2	5 DAYS	ALC 4	5 days	ALC 4	5 days	ALC 4	4 days	ALC 3				
	7855	14730	12968	25156	12746	24563	12158	24363	9406	18389	55133	109408	2516	4977
Denfeld Supp	Mon-thurs	234		281		399		395		206		1515	TOTAL	
Days of service		2		4		4		4		2		16	95	Daily

Fresh Fruit and Vegetable Grant for Myers Wilkins—School year 24-25

Child Nutrition applied and was selected again for the FFVP grant for Myers Wilkins School.

This grant is accomplished through a partnership with the community liaison at Myers. They are responsible for distribution and any education that comes with this additional snack for students.

The program was developed to allow students a sampling of fresh fruits and vegetable that they might not get at home. The grant is in the amount of \$21,692.00.

Health Department Reviews

All Health Department reviews are now complete for the 23-24 school year. Each school has a certified food protection manager and receives 2 reviews a year from a MDH sanitarian. All reviews passed satisfactorily with no follow up visits needed. Per Health Department regulations, reviews are available at the school site to view and also online on the Child Nutrition page of the district website.

Facilities Management & Capital Project Status Report June 2024

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 301 work orders and are currently working on 243 open work orders.
- The facility's CMMS system has begun building the CAD layouts for processes, work orders and asset mapping. Drawings for East have been completed, all others should be completed by October 2024, Have begun entering capital assets into the framework. High schools will be the first building assets entered and completed.
- Rockridge will have the property surveyed and plotted the week of June 3rd through June 7th.

Capital / Construction

- Smith Bell and Clock finished the timing and gearing installation on May 23rd. Denfeld clock is now fully operational.
- Duluth News Tribune building remediation completed May 24th Renovation meetings have resumed.
- Lowell Elementary exterior and Window construction project was canceled and has not been rescheduled. Interior work will most likely be done through the district's T&M contracting.
- Materials have begun to arrive for the Pool renovation at Lincoln Park. Horizon has already completed the installation of the new Sand Filters, Motor, Strainer, Pump, and Chlorine dispensing system. VFD installation will begin when the electrician can schedule.
- Transportation building expansion, proceeding with site walk thru with Design Tree for scope development, and sign off.
- Lowell loading dock exterior wall repair is close to settlement with Kemps. Stretar Masonry will do interior brick inspection before signing off on the extent of work.

Discussion with Legal Representation

- Discussions with Kemps Insurance representatives at Sedgewick are in final discussions. All updated quotes have been submitted. The only issue is if there is any interior wall damage and how that will be handled if it is discovered. Once they are available Stretar Masonry will open the exterior wall envelope to inspect before settlement.

Building Operations

- The Operations staff is gearing up for Summer maintenance projects and building deep cleaning.
- We are still working on filling licensed positions. Most of the Custodian positions have been filled. Operations has continued looking to fill Engineer II positions at Lowell and Myers-Wilkins, Second Shift Engineer II position at Lincoln Park and Ordean Middle School, Second Shift Engineer I at Lakewood, Laura MacArthur, and Lester Park, and Custodian I positions at East High School and Denfeld.

Health, Safety, and Environmental Management

- **Audits & Inspections**
 - One automotive hoist at Denfeld HS needs to be replaced, replacement has been ordered and installation has been scheduled.
 - IEA did radon testing at all school sites in Feb, two rooms were slightly over the action limit (One at Denfeld, one at Congdon). Follow up testing was conducted per Minnesota Department of Health guidelines. Retests passed - results will be presented at July COW meeting.
 - Fire code corrections at East HS still under way

- **Regulatory Reporting**
 - Nothing needed in May

- **Systems & Technology Updates**
 - New Health and Safety Management Vector EHS Management system set up and in use. Will create training for how to use hazard reporting forms over the summer.

- **Training**
 - Aerial lift training scheduled for June 25. Staff who utilize lifts must attend.
 - Basic Life Support & First Aid renewal training for nursing staff scheduled for August 27th.

- **Chemical and Hazardous Waste Disposal**
 - Other old chemicals at DNT are inventoried and ready to be picked up. Pickup is in the process of being scheduled.
 - Bulb and battery pickup google form was sent out to building engineers to get inventory for July disposal.
 - Extra cleaning chemicals found at Garfield building are being brought to WLSSD June 5.

- **Document Updates**
 - IEA is working with the district to re-write HSE procedural documents that were severely outdated. Documents ready for roll-out over the summer are:
 - Bloodborne Pathogens
 - AED Program
 - Bleacher Safety Program
 - Emergency Response Crisis Management Plan
 - Confined Space Program
 - Elevated Work Platform Safety Program
 - Automotive Lift Safety Program
 - Compressed Gas Safety Program

- **Injury and Incident Statistics**
 - **May 2024 (as of 5/29/2024)**
 - **OSHA Recordable Rate (TRIR):** *TBD, May payroll hours not released as of 5/29/24*







- **OSHA Recordable Injuries:** 5
 - **Days Away from Work:** 0
 - **Days on Restricted Duty:** 0
 - **Non-recordable Injuries:** 8
 - **Near Misses/Hazards Reported:** 3
- **2024 Year-To-Date**
 - **OSHA Recordable Rate (TRIR) (Goal ≤ 1.00):** 1.36 *(This is 1/1-4/30/24, May payroll hours not released)*
 - **OSHA Recordable Injuries:** 11
 - **Days Away from Work:** 59
 - **Days on Restricted Duty:** 28
 - **Non-recordable Injuries:** 55
 - **Near Misses/Hazards Reported:** 14

The OSHA rate or TRIR (total recordable incident rate) is equivalent to the number of injuries requiring care beyond first aid per 100 full-time workers.






Technology Department - May 2024 Report

- **Cybersecurity**

- Google Security
 - Gmail

- 1.5M Emails Messages Accepted/Delivered. 
- 127K Rejected 
- 57K Spam folders 
- 6.8K were identified as Phishing 
- 35 were identified having suspicious attachments 
- 7.5K were identified as Spoofing 
- 0 emails were identified as Malware




- Account Information

- 11,004 Active Accounts. 
- 26.651TB of storage 
- 205K Files shared externally 
- 716 Suspicious login attempts 
- 2K Failed user login attempts
- 72 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked 

- **E-Rate RFP/Bid**

- None

- **Technology Help Desk Tickets**

- 392 New Technology Support Tickets Created. 
- 446 Tickets were resolved. 
- 150 Tickets remain unresolved. 

- **Remaining 2023 Summer Project Updates**

- CDW-G/Advanced Systems Integration, LLC Team will be onsite on Tuesday, June 11, to help with any AV issues during the HR/Business Service Meeting


- **Summer 2024 Projects**

- District-Wide: Bid-1316 Network Infrastructure. We are replacing/upgrading 264 network switches The bid amount was \$1,390,161.82.
 - Qty - 9 - Cisco Catalyst 9500 Series Switches
 - Qty - 70 - Cisco Catalyst 9300 Series Switches
 - Qty - 185 - Cisco Catalyst 9200 - Series Switches
- District-Wide: Receive and distribute 1,600 Acer Spin 511 Chromebooks for students
- District-Wide: Distribute and upgrade 350 Dell Optiplex 7020 Desktop. Replace all the old desktops systems that will not support Microsoft Windows 11
- Rockridge: Starting the week of June 17, contractors will be installing the new SMART MX286 Displays in 12 classrooms

- **Google Carbon Footprint for our Google Workspace for Education Domain (@isd709.org)**

- [How Google creates Carbon Footprint reports for Google Cloud and Google Workspace customers](#)

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- 299.732 kg is our April 2024 Carbon Footprint. 
- 4.35088 t is our May 2023 - April 2024 Carbon Footprint.

Transportation Report May 2024 Activities

The ISD #709 Transportation department manages both a district owned fleet of vehicles and district employees, including bus drivers, monitors, and mechanics, along with the coordination of contracted transportation services through Voyageur Bus Company.

Our department is working on Summer routing and getting ready for the rollover for next school year.

Staffing (comments and concerns)

- We have two new applicants for helpers but still no new ones for drivers.
- Joe has been working with the routers to insure a smooth running office.

Bus Maintenance

- The mechanics are working hard to keep up with the demands of repairs and maintenance.
- They will now begin to catch up on everything over the summer in preparation for inspections.

Our oldest bus is a model year 2012 and the next oldest is a 2014. Mileage for this month was not taken. We are getting closer to our goal of 50-60k miles average.

RESOLUTION
Adoption of the Fiscal Year 2025 Budget

BE IT RESOLVED, by the School Board of School District No. 709, St. Louis County, State of Minnesota, that the fiscal year 2025 budget as presented to the School Board, be adopted.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld HS	Lexy Land (Lift Bridge Bagels)	In-kind		50 Handmade Sesame Bagels for the FIRED UP 2024 High School Cook-off
Denfeld HS	Melissa & Ryan Batcheller	\$250.00	To cover gratuity for 20 students & 3 staff on 2 upcoming field trips. 5/13/24 To OMC Smokehouse and Love Creamery and 5/21/24 New Scenic Cafe	This generous donation made it possible for all Denfeld Culinary Arts students attending these field trips to attend at no cost to them. This levels the field for everyone to have an equal opportunity in Career Explorations in the local Food Industry here in Duluth. Many, Many thanks! - Chef Stacy
Denfeld HS	Tim Utt	\$500.00	Softball Team	This is from the Dick Swanson Memorial Golf Tournament
Denfeld HS	Kay Biga (Spott Law Office) - Smith Foundation	\$10,000.00	\$2,000.00 for each (Speech, Band, Orchestra, Theater & Robotics)	Moses G and Julie M Smith Foundation
Denfeld HS	Give MN	\$3,000.00	Used for Denfeld Senior Luncheon	
Denfeld HS	National Speech and Debate Association	\$350.00	Debate	
Denfeld HS	Irving Community Association	\$2,000.00	Debate	
Denfeld HS	Stephanie Balmer	\$200.00	Debate	
Denfeld HS	John Darland	\$100.00	Debate	GiveMN
Denfeld HS	Sheryl Van Scoy	\$100.00	Debate	GiveMN
District Service Center	Cross Fit Aerial	In-kind	Wellness Fair	One month membership

District Service Center	Aviben	In-kind	Wellness Fair	Fitness basket: yoga mat, resistance bands, core sliders, water bottle
District Service Center	Superior Waffles	In-kind	Wellness Fair	Coffee mug, (2) Free waffle coupons, Chapstick
District Service Center	Ski Hut	In-kind	Wellness Fair	(3) Goodie bags each containing: Ski Hut hat, Gift Certificate for \$1 Adventure or TWO \$2 Adventures
District Service Center	Energy for Life Connection	In-kind	Wellness Fair	Herbal Comfrey Lotion
District Service Center	Twin Ports Dermatology	In-kind	Wellness Fair	20 units of Botox
District Service Center	Dr. Lara Hill DC	In-kind	Wellness Fair	\$150.00 gift card
District Service Center	Calm (App)	In-kind	Wellness Fair	Mug, tea, marshmallows, socks, hot cocoa
District Service Center	Aid4Autism	\$150.00	Unity In Our Community	GiveMN
District Service Center	Caroline Marks	\$200.00	Unity In Our Community	These donations were made to the district GiveMN accounts on 11-16-2022 and 11-16-2023. There were two \$100 donations.
District Service Center	Hermantown Fleet Farm	\$500.00	Unity In Our Community	Donation was in the form of a \$500 gift card
District Service Center	Duluth Target	\$50.00	Unity In Our Community	Donation was in the form of a \$50 gift card
District Service Center	St. Luke's	\$250.00	Unity In Our Community	
District Service Center	Casey's	\$250.00	Unity In Our Community	
District-Wide	Grace Hurtado	In-kind		Grace and family generously donated a wheelchair and two KidWalk gait trainers (devices to help students learn to walk). These pieces of equipment will be used to support the mobility needs of students in our district. Please let me know if you have any questions.
East HS	Anonymous	\$9,000.00	Purchasing Guardian Caps for the Football Program	



**2024-2025 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2024. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Amuth Denfeld HS (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and to participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

Duluth Denfeld

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

(Designated School Board Member – please print)

(Designated School Representative – please print)

Email Address

Email Address

208.02 ACTIVITY REPRESENTATIVES

(Boys Sports – please print)

(Girls Sports – please print)

(Speech – please print)

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

(Board Member—please print)

(Student—please print)

(Parent—please print)

(Faculty Member—please print)

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: (Clerk/Secretary - Local Governing Board)

Print Name: (Superintendent or Head of School)

Signed: (Clerk/Secretary - Local Governing Board)

Signed: (Superintendent or Head of School)

Date:

Date:



**2024-2025 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2024. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of DULUTH EAST HS (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and to participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

DULUTH EAST HS

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

(Designated School Board Member – please print)

(Designated School Representative – please print)

Email Address

Email Address

208.02 ACTIVITY REPRESENTATIVES

SHAWN ROED

(Boys Sports – please print)

SHAWN ROED

(Girls Sports – please print)

SHAWN ROED

(Speech – please print)

SHAWN ROED

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

(Board Member—please print)

(Student—please print)

(Parent—please print)

(Faculty Member—please print)

SHAWN ROED

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: _____
(Clerk/Secretary - Local Governing Board)

Print Name: _____
(Superintendent or Head of School)

Signed: _____
(Clerk/Secretary - Local Governing Board)

Signed: _____
(Superintendent or Head of School)

Date: _____

Date: _____

HUMAN RESOURCES ACTION ITEMS FOR: June 18, 2024

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BERGSTROM, ALISON A	LTS KINDERGARTEN/LAURA MACARTHUR, (MA) IV 9, 1.0, PECK A. LOA	08/26/2024
CARLSON-DYBING, MATTEA S	SPED RESOURCE TEACHER/MYERS-WILKINS, (BA) III 2, 1.0, NEVIN L. DISPLACED	08/26/2024
EK, HAILEY N	SPED RESOURCE/LINCOLN PARK, (MA+15) IV 6, 1.0, PLESHA S. RESIGNED	08/26/2024
FITZPATRICK, AMY D	ELEMENTARY ART SPECIALIST/STOWE, LAKEWOOD, (BA)III 8, 1.0, PUTZ A. TRANSFER	08/26/2024
HANSEN, JAMES A	EARTH SCIENCE/DENFELD, (MA) IV 9, 1.0, BOHAN B. DISPLACED	08/26/2024
HEIL, ALEXANDER H	SPED SOCIAL WORKER/HOMECROFT, (MA+45) IV 9, 0.6, ERICKSON S. TRANSFER	08/19/2024
HILTNER, MIKAYLA G	SPED RESOURCE TEACHER/ORDEAN, (BA+15) III 4, 1.0	08/26/2024
HOOPER, NATALIE R	ELEM. ART SPECIALIST/MYERS-WILKINS, (BA) III 2, 0.8, CAPISTRANT-KINNEY E. DISPLACED	08/26/2024
LAURENT, APRIL L	ALTERNATIVE TO SUSPENSION COORD, TOSA/LINCOLN PARK, (MA)IV 9, 1.0, WENTWORTH L. TRANSFER	08/26/2024
MCMAHON, CHRISTINA M	SPED RESIDENTIAL ELEM./ROCKRIDGE, (MA) IV 8, 1.0, ECKEL J. DISPLACED	08/26/2024
MIX, JODI A	SPED ECSE B-6 TEACHER/DISTRICT WIDE, (BA+15) 333 8, 1.0, BRAUD P. TRANSFER	07/15/2024
NICHOLSON, LISA J	PRINCIPAL/MYERS-WILKINS, 44WK, CLASS IV 4, \$128,111.00	08/12/2024
POWLESS, KELLIE A	HOURLY DAE INSTRUCTOR/DAE, 14/38WKS, \$30.00/HR	06/11/2024
ROTH, BRITTANY M	ELEM. MUSIC SPECIALIST/LAKEWOOD/STOWE, (MA)IV 9, 1.0, HAGGEN A. TRANSFER	08/26/2024
STEWART, OLIVIA M	7/8 ENGLISH/ORDEAN, (BA+30) III 4, 1.0, TRACEY P. RETIRED	08/26/2024
VERBRUGGE, LEAH C	SPED EBD RESOURCE TEACHER/PIEDMONT, (BA+30) III 2, 1.0, SIEMSEN M. DISPLACED	08/26/2024
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
DEVRIENDT, CALLIE S	SEL SPECIALIST TOSA/DISTRICT WIDE	08/16/2024 06/04/2027
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BABINEAU, BENJAMIN R	SPED RESOURCE ASD - ORDEAN-EAST MS	06/07/2024
HORTON, LAURA A	GUIDANCE COUNSELOR SECONDARY-EAST HS	06/17/2024
SHERMOEN, BETH S	ELEM PRINCIPAL - PIEDMONT ES	06/21/2024
VANALST, MOLLY M	ELEM MUSIC - MYERS-WILKINS	06/07/2024
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
HUGHES, DOUGLAS E	BUSINESS ED - ORDEAN-EAST MS	07/01/2024
SORENSEN, CAROLINE F	SCIENCE/BIOLOGY - EAST HS	06/10/2024
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BAKKEN, LAUREL L	HOURLY SUB CUSTODIAN/ORDEAN, 14/38WKS, \$15.00/HR	05/07/2024
GISSENDANNER, JOHN O	CUSTODIAN I/DENFELD, 40/52WKS, \$17.52/HR	05/29/2024
MROUE, EMILY T	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.04/HR, PETERSON C.	09/03/2024
ODDEN, SAMUEL D	SPED STUDENT SPECIFIC SETTING III/DENFELD, 32.5/38WKS, \$21.27/HR, ANDERSON K.	08/26/2024
PLZAK, BENJAMIN P	SPED BW PARA/EAST, 32.5/38WKS, \$19.88/HR, WIEBER A. TRANSFER	08/26/2024
SIERS, LIAM H	CUSTODIAN I/EAST, 40/52WKS, \$17.52/HR, RICHIE D. TERMINATED	05/13/2024
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
WILSON, KATHLEEN M	OSS - EAST INTERMITTENT LEAVE STARTING 5/7	05/07/2024
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
DEGLER, HEATHER A	SPED PROG PARA SETTING III/IV - CHESTER CREEK	06/06/2024
FREESE, TERA W	SPED ECSE PARA - DW	06/07/2024
JAHNKE, RYAN M	NETWORK ENGINEER II - DSC	05/31/2024
KALAMARIS, KRISTIN M	SPED BW PARA - MYERS-WILKINS	05/03/2024
LORBIECKI, MARY G	SPED BW PARA - CONGDON PARK ES	06/07/2024
MEAD, LILY I	SPED PROG PARA SET III/IV - STOWE ES	06/07/2024
NELSON, ELIZABETH L	ECSE PARA - DW	05/31/2024
SPOONER, EMMA C	INSTRUCTIONAL PARA / MYERS-WILKINS ES	06/07/2024
WILLIAMS, SOPHIE H	PRE K PROG PARA - MYERS-WILKINS ES	06/05/2024
<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BECK, ELIZABETH A	SPED PROG PARA - ROCKRIDGE ACADEMY	08/01/2024
BEDARD-ZIGICH, THERESE M	SPED BW PARA - PIEDMONT	06/07/2024
JOHNSON, PATRICIA L	CHLD NUTR SECONDARY PROD MGR - EAST HS	06/06/2024
SHEARER, JACK D	CERT LIFEGUARD PARA - ORDEAN-EAST MS	11/01/2024



CLASSIFICATION DESCRIPTION

TITLE: Safe Routes to School Coordinator

Title of Immediate Supervisor: Community Education Coordinator	Department: Community Education	FLSA Status: Non-Exempt
Accountable For (Job Titles): N/A		Pay Grade Assignment:

General Summary or Purpose Of Job:

This position serves as the point of contract for activities related to Duluth Public Schools’ safe routes to school plan, providing a critical link between multiple municipal partners and Duluth public schools administration staff, students, and community. The SRTSC will create an important program that educates students and the community about the benefits of walking and biking to school and encourages equitable student participation. This position will work with school district leadership and municipal partners to enforce and evaluate safe routes to schools’ activities, as well as collaborate with school district leadership and the city of Duluth transportation engineer to address infrastructure projects outlined in the District Safe Route to Schools plan.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	Coordinates and leads Safe Routes to School programs and committees; coordinates projects as assigned that result in increased participation in active transportation for all students in the school district.	
2.	Convene SRTS committee at the district level that includes district leadership, city leadership, students, parents and community groups. Develop relationships with leadership and staff of individual schools, engineering staff at the City of Duluth and other interested organizations.	
3.	Document and track SRTS meetings, activities, updates and events	
4.	Assess existing and past SRTS activities, identifying barriers to walking and biking to schools	
5.	Develops systems, strategies, and resources that promote active transportation, and especially participation in walking or biking to school	



CLASSIFICATION DESCRIPTION

TITLE: Safe Routes to School Coordinator

6.	Conduct the National Center for STRS Parent survey and Student Travel Tally. Responsible for distribution, collection and submission of surveys to National Center for processing. Responsible for communicating survey to school administrators and ability to provide multiple reminders to local administrators to complete it.	
7.	Responsible for leadership and oversight of the MnDOT SRTS grant including budget and grant reporting. Review infrastructure project to ensure timelines are met	As required

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

- Bachelor’s degree in public health, education, communication, social work. Public administration, or other related field
- One (1) year of demonstrated experience coordinating or overseeing programs related to community engagement, outreach, and/or education

Certification or Licensing Requirements_(prior to job entry):

Knowledge Requirements:

Requires knowledge of:

- Experience working with diverse communities from various cultural and linguistic backgrounds
- Experience in the public sector and/or working with School Districts is highly desirable
- Experience participating in some part of Minnesota’s Safe Routes to School to program is preferred
- Experience in maintaining a database and authoring progress reports
- Experience in establishing networks with key stakeholders in the district, potentially including public health agencies, local law enforcement, local government staff/officials, parks and recreation departments



CLASSIFICATION DESCRIPTION

TITLE: Safe Routes to School Coordinator

Skill Requirements:

Skilled in:

- Demonstrated excellent communication, organization, and partnership building skills
- Demonstrated skills using Google Suite (Sheets, Forms, Docs)
- Ability to convene and coordinate various groups from many sections
- Ability to lead/facilitate event coordination including event planning and execution

Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)		√		
Reach with hands and arms		√		
Climb or balance		√		
Stoop/kneel/crouch or crawl	√			
Talk and hear				√
Taste and smell	√			
Lift & Carry: Up to 10 lbs.		√		
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			

General Environmental Conditions:

- Work is typically performed inside. Some outside duty time may be scheduled and expected in performance of this position
- There may be some lifting and moving of materials and/or equipment, typically less than 30lbs, in performance of this position

General Physical Conditions:

Work can be generally characterized as: Office Setting



CLASSIFICATION DESCRIPTION

TITLE: Safe Routes to School Coordinator

Sedentary Work:

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Close Vision (20 in. of less)	<input type="checkbox"/>	<input type="checkbox"/>
Distance Vision (20 ft. of more)	<input type="checkbox"/>	<input type="checkbox"/>
Color Vision	<input type="checkbox"/>	<input type="checkbox"/>
Depth Perception	<input type="checkbox"/>	<input type="checkbox"/>
Peripheral Vision	<input type="checkbox"/>	<input type="checkbox"/>

Job Classification History:

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report June 11, 2024 Committee Meeting BUDGET SUMMARY

5/7/2024
Percent spent
6/5/2024

REVENUES	23-24		23-24		23-24		23-24		Percent spent 6/5/2024
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		
	FUND	Jul-23	JULY 23 -24	July -June	July -June	July -June	July -June		
General	1	\$ 126,200,922.80	\$ 127,479,614.46	\$ 99,939,812.46	\$ (2,621.61)	\$ 27,542,423.61		78%	
Food Service	2	\$ 4,039,200.00	\$ 6,000,000.00	\$ 4,736,952.32	\$ (40.30)	\$ 1,263,087.98		79%	
Transportation	3	\$ 7,020,941.12	\$ 7,020,941.12	\$ 3,553,866.22	\$ -	\$ 3,467,074.90		51%	
Community Ed	4	\$ 8,495,545.00	\$ 8,516,152.95	\$ 4,542,999.19	\$ -	\$ 3,973,153.76		53%	
Operating Captial	5	\$ 2,742,547.00	\$ 2,742,547.00	\$ 2,889,769.51	\$ -	\$ (147,222.51)		105%	
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -			
Debt Service Fund	7	\$ 23,647,223.00	\$ 23,647,223.00	\$ 2,387,522.90	\$ -	\$ 21,259,700.10		10%	
Trust Fund	8	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00		0%	
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 917,762.75	\$ -	\$ 32,237.25		97%	
Student Acitivity	79	\$ 58,406.00	\$ 585,259.43	\$ 379,902.79	\$ -	\$ 205,356.64		65%	
REVENUE	TOTALS:	\$ 173,430,884.92	\$ 177,217,837.96	\$ 119,348,588.14	\$ (2,661.91)	\$ 57,871,911.73	\$ -	67%	

EXPENSES	23-24		23-24		23-24		23-24		Percent spent 6/5/2024
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		
	FUND	Jul-23	JULY 23-24	July - June	July - June	July - June	July - June		
General	1	\$ 120,283,293.86	\$ 129,794,581.87	\$ 105,671,213.78	\$ 2,944,594.34	\$ 21,178,773.75		84%	
Food Service	2	\$ 4,012,876.00	\$ 6,002,502.00	\$ 4,388,831.98	\$ 665,025.44	\$ 948,644.58		84%	
Transportation	3	\$ 6,268,632.76	\$ 6,749,632.76	\$ 9,022,659.18	\$ 340,070.09	\$ (2,613,096.51)		139%	
Community Ed	4	\$ 7,630,865.00	\$ 9,071,785.95	\$ 7,439,702.87	\$ 18,329.96	\$ 1,613,753.12		82%	
Operating Captial	5	\$ 7,999,619.25	\$ 7,999,619.25	\$ 10,431,534.42	\$ 408,323.94	\$ (2,840,239.11)		136%	
Building Construction	6	\$ -	\$ -	\$ 3,985,143.95	\$ 1,329,359.70	\$ (5,314,503.65)			
Debt Service Fund	7	\$ 23,640,000.00	\$ 23,640,000.00	\$ 26,932,409.17	\$ -	\$ (3,292,409.17)		114%	
Trust Fund	8	\$ 253,750.00	\$ 253,750.00	\$ -	\$ -	\$ 253,750.00		0%	
Dental Insurance Fund	20	\$ 915,000.00	\$ 915,000.00	\$ 941,360.02	\$ -	\$ (26,360.02)		103%	
Student Acitivity	79	\$ 306,948.00	\$ 276,264.96	\$ 229,663.87	\$ 10,878.49	\$ 35,722.60		87%	
EXPENSE	TOTALS	\$ 171,310,984.87	\$ 184,703,136.79	\$ 169,042,519.24	\$ 5,716,581.96	\$ 9,944,035.59	\$ -	95%	

<u>Fin 160 ESSER III</u>	<u>Expenses</u>		<u>Ex Curricular</u>	<u>Fund 01</u>
Program 030 Asst Supt	\$ 41,401.00		Program 298	Revenue \$ 563,903.68
Program 110 Admin	\$ -		Program 298	Expense \$ 641,388.30
Program 108 Tech	\$ 1,974,568.17			
Program 203 Elem	\$ 1,445,780.97			
Program 211 Secondary	\$ 2,525,976.39			
Program 640 Staff Dev	\$ -			
Program 805 Operations	\$ -			
Program 760 Transportation	\$ 423,450.26			
Program 740 Pupil Engage	\$ 11,491.55			
	\$ 6,422,668.34			

**Fundraisers Reported
May 2024**

The following fundraisers were reported in the above timeframe and per Policy 511–Fundraising, require School Board approval:

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
District-Wide	Unity in Our Community	\$300.00	Chipotle will be hosting a fundraiser

Memorandum

To: Simone Zunich, Executive Director of Business Services
School Board Members

From: Bryan Brown
Manager of Facilities

Date: May 22, 2024

Re: Annual Quotes for District Wide Contract Services

The following quotes and RFPs are for services to be performed from July 1, 2024 through June 30, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

RFP #321 – District-Wide Annual Inspection and Service to Boilers
Johnson Controls - Total Annual cost estimated at \$23,434.00

RFP #323 – District-Wide Glass Replacement Services
Superior Glass, Inc. – Total Annual Cost estimated at \$28,549.80

Quote #4394 – District-Wide Annual Testing and Maintenance of Sprinkler Systems
Summit Fire Protection – Total Annual Cost estimated at \$11,140.00

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Kris Brown reviewed the bids.

Recommendation

I recommend the Duluth School Board approve entering into a contract with each contractor based on their low quote. A quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachments

RFP TABULATION
ANNUAL INSPECTION AND SERVICE TO BOILERS
for the period of July 1, 2024 through June 30, 2025

RFP #321

Tuesday, May 14, 2024, 10:45 a.m.

		A.G. O'Brien	A.W. Kuettle & Sons	Carlson Brothers	Carlson Duluth	General Heating	The Jamar Company	Johnson Controls	UHL Company
1	Congdon Park	3					\$1,785.00	\$1,404.00	\$1,800.00
2	Denfeld HS	7					\$3,965.00	\$3,113.00	\$4,200.00
3	District Service Center	2					\$1,240.00	\$976.00	\$1,200.00
4	East HS	7					\$3,965.00	\$3,113.00	\$4,200.00
5	Facilities	2					\$960.00	\$976.00	\$1,200.00
6	Homecroft	3					\$1,785.00	\$1,404.00	\$1,800.00
7	Lakewood	2					\$1,240.00	\$976.00	\$1,200.00
8	Laura MacArthur	3					\$1,785.00	\$1,404.00	\$1,800.00
9	Lester Park	2					\$1,240.00	\$976.00	\$1,200.00
10	Lincoln Park MS	3					\$1,785.00	\$1,404.00	\$1,800.00
11	Lowell	2					\$1,240.00	\$976.00	\$1,200.00
12	Myers-Wilkins	3					\$1,785.00	\$1,404.00	\$1,800.00
13	Ordean East MS	3					\$1,785.00	\$1,404.00	\$1,800.00
14	Piedmont	2					\$1,240.00	\$976.00	\$1,200.00
15	Rockridge	2					\$1,240.00	\$976.00	\$1,200.00
16	Stowe	2					\$1,240.00	\$976.00	\$1,200.00
17	Transportation	2					\$960.00	\$976.00	\$1,200.00
TOTAL AMOUNT OF QUOTE		50	no bid	no bid	no bid	no bid	\$29,240.00	\$23,434.00	\$30,000.00
Aerco 24-Month Service Charge							\$1,290.00	\$175.00	\$600.00

EMERGENCY SERVICES (Call Out Hourly Rate)

Regular Hourly Rate							\$145.00	\$195.00	\$158.00
Overtime Hourly Rate							\$217.50	\$292.50	\$237.00
Sunday and Holiday Hourly Rate							\$290.00	\$390.00	\$316.00
Factory Trained Personnel							N	Y	Y

Memorandum

To: Simone Zunich, Executive Director of Business Services
School Board Members

From: Bryan Brown
Manager of Facilities

Date: May 22, 2024

Re: RFP #322 Electrical Labor - High Voltage & Low Voltage

RFP #322 for the T & M contract for Electrical Labor - High Voltage & Low Voltage from July 1, 2024 through June 30, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties was sent to 3 vendors

Two (2) vendors responded with the following results:

<u>Vendor</u>	<u>Total</u>
Benson Electric	\$49,150.00
Hunt Electric	\$48,225.00

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Kris Brown reviewed the bids.

Recommendation

I recommend the Duluth School Board approve accepting and rewarding the RFP meeting specifications as submitted to Benson Electric and not Hunt Electric because of the labor price on the Journeyman labor rate. Benson is at \$107.00 and Hunt is at \$135.00. It is a better value for the School District to go with the lower rate, since they always send out a Journeyman and not an Apprentice. The quote tabulation is attached for your reference.

Bryan Brown will be at the Board Meeting on June 13th to answer any questions.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachment

Memorandum

To: Simone Zunich, Executive Director of Business Services
School Board Members

From: Bryan Brown
Manager of Facilities

Date: May 22, 2024

Re: Annual Quotes for District Wide Contract Services

The following quotes and RFPs are for services to be performed from July 1, 2024 through June 30, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

RFP #321 – District-Wide Annual Inspection and Service to Boilers
Johnson Controls - Total Annual cost estimated at \$23,434.00

RFP #323 – District-Wide Glass Replacement Services
Superior Glass, Inc. – Total Annual Cost estimated at \$28,549.80

Quote #4394 – District-Wide Annual Testing and Maintenance of Sprinkler Systems
Summit Fire Protection – Total Annual Cost estimated at \$11,140.00

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Kris Brown reviewed the bids.

Recommendation

I recommend the Duluth School Board approve entering into a contract with each contractor based on their low quote. A quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachments

RFP TABULATION
GLASS REPLACEMENT SERVICES
 for the period of July 1, 2024 through June 30, 2025
RFP #323
 Tuesday, May 14, 2024 - 10:15 a.m.

Vendor	Regular	HOURLY RATE		Holiday	Type of Glass	THICKNESS (price per sq. ft.)			Mullion	Total Annual Amount of Quote
		Overtime				1/4"	3/16"	1/8"		
St. Germain's Glass Co 212 North 40th Avenue West Duluth, Minnesota 55807 phone: 218-628-0221					single clear laminated					Total Labor
					single clear tempered					Total Material
					single double strength					Total Amount of Quote
					double clear annealed					Total Labor
					double colored annealed					Total Material
					double clear tempered					Total Amount of Quote
					double colored tempered					Total Labor
					single clear laminated					Total Material
					single clear tempered					Total Amount of Quote
Superior Glass, Inc. 823 Belknap Street Superior, Wisconsin 54880 phone: 715-394-5588					single clear laminated	\$14.58				Total Labor
					single clear tempered	\$8.35	\$8.35			\$26,613.00
		\$88.71	\$113.51	\$130.31	single double strength				\$5.00	Total Material
					double clear annealed	\$15.55				Total Amount of Quote
					double colored annealed	\$15.94				Total Labor
					double clear tempered	\$21.80				Total Material
					double colored tempered	\$20.37				Total Amount of Quote
					single clear laminated					Total Labor
					single clear tempered					Total Material
The Glass Guru of Duluth 102 East Central Entrance Duluth, Minnesota 55811 phone: 218-624-2119					single double strength					Total Amount of Quote
					double clear annealed					Total Labor
					double colored annealed					Total Material
					double clear tempered					Total Amount of Quote
					double colored tempered					Total Labor
					single clear laminated					Total Material
					single clear tempered					Total Amount of Quote
					single double strength					Total Labor
					double clear annealed					Total Material

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8738

MEMORANDUM

To: Simone Zunich, Executive Director of Finance & Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **RFP-327 Bus Transportation Services**

Date: May 30, 2024

An RFP for district wide Bus Transportation Services was advertised in the Duluth News Tribune.

One (1) vendor responded meeting required specification.

VENDOR

VOYAGEUR BUS COMPANY INC

Members of the Transportation Department (Jeremy Kasapidis) and the Purchasing Department (Cathy Holman) analyzed the RFP for accuracy and fulfillment.

Jeremy Kasapidis, Manager of Transportation, recommends accepting VOYAGEUR BUS COMPANY INC'S RFP meeting specifications as submitted.

Fund: 03 E 013 760 720 760 000
03 E 013 760 723 760 000

Program: Transportation

Fund Custodian: Jeremy Kasapidis/Transportation

May 30, 2024	RFP #327 BID TABULATION FOR BUS TRANSPORTATION SERVICES			
COMPANY	MANAGEMENT FEES	OPENED BY	REVIEWED BY	RECOMMEND TO SCHOOL BOARD
VOYAGEUR BUS COMPANY	TBD BASED ON CRITERIA	JEREMY KASAPIDIS CATHY HOLMAN	JEREMY KASAPIDIS CATHY HOLMAN	X
		BRETT MENSING		
		ZACH DECARO		

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8907

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: RFP # 328 CRACK FILLING AND SEALCOATING
Date: June 7, 2024

RFP #328 Crack Filling and Sealcoating for 12 district sites was sent to 8 vendors.

Two (2) vendors responded with the following results:

<u>VENDOR</u>		<u>TOTAL</u>
Asphalt of Duluth	5 Schools	\$33,095.00
Sinnott Blacktop	7 Schools	\$98,800.00

The Facilities Department staff, Bryan Brown and Chris Stoffel reviewed the bids.

Bryan Brown, Facilities Manager, recommends accepting and awarding the RFP meeting specifications as submitted by Asphalt of Duluth the following Schools: LMAC, Lester Park, Rockridge, Congdon and Myers-Wilkins as the best value for the school district.

Furthermore, Bryan Brown, Facilities Manager, recommends accepting and awarding the RFP meeting specifications as submitted by Sinnott Blacktop the following Schools: Denfeld, Stowe, Ordean, Lowell, Piedmont, Lincoln Park, & Lakewood as the best value for the school district.

Bryan Brown will be at the HR/Business Services meeting on June 11th to answer any questions.

Program: Facilities

Fund Custodian: Bryan Brown, Facilities

CONTRACTOR	BUILDING	SEAL COAT	CRACK FILL	TOTAL
Simnott	DENFELD	16,700.00	6,600.00	23,300
	LMAC	5,200.00	1,700.00	6,900
	STOWE	6,500.00	3,700.00	10,200
	LEASTER PARK	5,500.00	2,200.00	7,700
	ROCKRIDGE	6,200.00	1,700.00	7,900
	CONGDON	5,200.00	2,200.00	7,400
	ORDEAN	7,300.00	2,700.00	10,000
	MYERS-WILKINS	6,400.00	1,700.00	8,100
	LOWELL	9,200.00	6,900.00	16,100
	PIEDMONT	6,100.00	4,100.00	10,200
	LINCOLN PARK	13,000	6,200.00	19,200
LAKEMOOD	7,200.00	2,600.00	9,800	
			136,800	

CONTRACTOR	BUILDING	SEAL COAT	CRACK FILL	TOTAL
Asphalt of Ditch ↓	DENFELD	22,320.00	8,350.00	30,670
	LMAC	4,855.00	750.00	5,605 ✓
	STOWE	7,405.00	4,313.00	11,718 ✓
	LEASTER PARK	5,502.00	1,875.00	7,377 ✓
	ROCKRIDGE	6,638.00	750.00	7,388 ✓
	CONGDON	4,500.00	1,125.00	5,625 ✓
	ORDEAN	8,967.00	3,713.00	12,680 ✓
	MYERS-WILKINS	6,162.00	938.00	7,100 ✓
	LOWELL	10,200.00	8,350.00	18,550
	PIEDMONT	7,057.00	4,050.00	11,107
LINCOLN PARK	16,016.00	7,875.00	23,891	
LAKEMOOD	8,569.00	3,000.00	11,569	
			152,950	

Memorandum

To: Simone Zunich, Executive Director of Business Services
School Board Members

From: Bryan Brown
Manager of Facilities

Date: June 4, 2024

Re: Annual Quote for District Wide Inspection and Testing of Fire Alarm Systems

The following quote is for services to be performed from July 1, 2024 through June 30, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Quote #4393 – District-Wide Annual Inspection and Testing of Fire Alarm Systems
Northland Fire & Safety – Total Annual Cost estimated at \$28,150.00

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Kris Brown reviewed the bids.

Recommendation

I recommend the Duluth School Board approve entering into a contract with this contractor based on their low quote. A quote tabulation is attached for your reference. If you concur, please sign all the attached agreement.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachment

QUOTE TABULATION

ANNUAL INSPECTION AND TESTING OF FIRE ALARM SYSTEMS

for the period of July 1, 2024 through June 30, 2025

QUOTE #4393

Tuesday, May 14, 2024, 11:00 a.m.

	Johnson Controls	Per Mar Security	Summit Companies	Northland Fire & Safety
1) District Services Center			\$531.00	\$485.00
2) Facilities			\$257.00	\$335.00
Sensitivity Testing FY27			\$408.00	\$330.00
3) Transportation			\$210.00	\$245.00
4) DNT			\$320.00	\$945.00
Sensitivity Testing FY25			\$480.00	\$1,175.00
5) Congdon Park ES			\$1,300.00	\$695.00
Sensitivity Testing FY27			\$2,245.00	\$1,065.00
6) Denfeld HS			\$9,324.00	\$3,500.00
Sensitivity Testing FY26			\$17,685.00	\$4,095.00
7) East HS			\$1,924.00	\$1,200.00
Sensitivity Testing FY26			\$2,391.00	\$1,250.00
8) Homecroft ES			\$1,703.00	\$645.00
9) Lakewood ES			\$1,236.00	\$550.00
10) Laura MacArthur ES			\$3,184.00	\$770.00
Sensitivity Testing FY26			\$5,668.00	\$1,100.00
11) Lester Park ES			\$1,306.00	\$470.00
Sensitivity Testing FY26			\$2,251.00	\$505.00
12) Lincoln Park MS			\$2,437.00	\$590.00
Sensitivity Testing FY25			\$4,233.00	\$750.00
13) Lowell ES			\$3,126.00	\$950.00
14) Myers-Wilkins ES			\$3,440.00	\$825.00
Sensitivity Testing FY27			\$6,403.00	\$1,200.00
15) Ordean East MS			\$1,440.00	\$780.00
Sensitivity Testing FY25			\$2,292.00	\$1,100.00
16) Piedmont ES			\$1,621.00	\$590.00
Sensitivity Testing FY26			\$2,799.00	\$820.00
17) Rockridge Academy			\$1,085.00	\$450.00
18) Stowe ES			\$1,469.00	\$510.00
Total Amount (Sensitivity)			\$46,855.00	\$13,390.00
Total Amount (1-18)			\$35,913.00	\$14,760.00
TOTAL AMOUNT OF QUOTE	no bid	late bid	\$82,768.00	\$28,150.00

Smoke/Heat Detector			\$12.00	\$1.50
Signaling Notification Device			\$6.00	\$1.00
Other Initiating Device			\$12.00	\$1.50
Accessory Device			\$12.00	\$1.50

Kitchen Hood Cleaning			\$13,750.00	\$6,592.00
ANSUL System Inspection			\$6,810.00	\$5,273.18

Memorandum

To: Simone Zunich, Executive Director of Business Services
School Board Members

From: Bryan Brown
Manager of Facilities

Date: May 22, 2024

Re: Annual Quotes for District Wide Contract Services

The following quotes and RFPs are for services to be performed from July 1, 2024 through June 30, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

RFP #321 – District-Wide Annual Inspection and Service to Boilers
Johnson Controls - Total Annual cost estimated at \$23,434.00

RFP #323 – District-Wide Glass Replacement Services
Superior Glass, Inc. – Total Annual Cost estimated at \$28,549.80

Quote #4394 – District-Wide Annual Testing and Maintenance of Sprinkler Systems
Summit Fire Protection – Total Annual Cost estimated at \$11,140.00

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Kris Brown reviewed the bids.

Recommendation

I recommend the Duluth School Board approve entering into a contract with each contractor based on their low quote. A quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachments

QUOTE TABULATION
ANNUAL TESTING & MAINTENANCE OF SPRINKLER SYSTEMS - QUOTE #4394
for the period of July 1, 2024 through June 30, 2025
Tuesday, May 14, 2024, 11:15 a.m.

	A.G. O'Brien	Johnson Controls	Summit Fire Protection	Viking Automatic
1	District Service Center		\$210.00	
1A	Hydrant Inspection			
2	Transportation		\$350.00	
3	Facilities		\$210.00	
4	Congdon Park ES		\$525.00	
5	Denfeld HS		\$2,125.00	
6	East HS		\$625.00	
6A	Hydrant Inspection		\$95.00	
7	Homecroft ES		\$210.00	
8	Lakewood ES		\$210.00	
8A	Fire Pump Testing		\$450.00	
9	Laura MacArthur ES		\$375.00	
10	Lester Park ES		\$625.00	
11	Lincoln Park MS		\$775.00	
11A	Fire Pump Testing		\$450.00	
11B	Hydrant Inspection		\$195.00	
12	Lowell ES		\$350.00	
12A	Hydrant Inspection		\$95.00	
13	Myers-Wilkens ES		\$875.00	
14	Ordean East MS		\$1,100.00	
15	Piedmont ES		\$625.00	
16	Rockridge Academy		\$210.00	
16A	Hydrant Inspection		\$95.00	
17	Stowe ES		\$210.00	
17A	Hydrant Inspection		\$150.00	
	Total Amount of Quote	no bid	\$11,140.00	no bid

Hourly Service Rate	
During normal working hours	\$95.00
After normal working hours	\$125.00
Sunday & holiday working hours	\$155.00

**INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH PUBLIC SCHOOLS**

709 Portia Johnson Drive
Duluth, MN. 55811

**SCHOOL TRANSPORTATION SERVICES
AGREEMENT**

FINAL

This AGREEMENT (the “Agreement”) is made effective July 1, 2024, by and between Independent School District 709, in the city of Duluth and of the State of Minnesota, hereinafter described as "ISD 709" and Voyageur Bus Company, Inc. hereinafter described as "Vendor." ISD 709 and Vendor may sometimes be referred to collectively as “Parties” or individually as “Party.”

WHEREAS, ISD 709 desires student transportation services to transport certain of its students served by ISD 709 during its school year and summer school.

WHEREAS, Vendor agrees to operate student transportation and school bus services within and about the geographical boundaries of ISD 709.

WHEREAS, ISD 709 has selected Vendor to furnish student transportation services to certain ISD 709 students in accordance with the terms defined herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions agreed to and contained herein, ISD 709 and Vendor agree as follows:

I. AGREEMENT TERM, RENEWAL

1. Term. This Agreement shall commence on July 1, 2024 (the “Commencement Date”) and shall terminate on June 30, 2026 (the “Termination Date”) and includes Summer Transportation (hereafter defined in Section II, F.) The period from the Commencement Date to the Termination Date, as amended or extended by the Parties, shall be referred to as the “Term.”
2. Renewal. Vendor reserves the right to extend or renew this Agreement with or without modifications for additional eight (8) years, with good faith discussions commencing no later than June 1, each additional year. Any modifications for a renewal term shall be mutually agreed to by the parties and memorialized by a written amendment.
3. In addition, Vendor does hereby grant ISD 709 the right to renew this Agreement at the end of the second year (June 30, 2026). The general terms and conditions of said Agreement for subsequent year(s) as well as payment for the specific items thereof to be determined by negotiations. Such negotiations will begin no later than April 1st, 2026. All modifications will be mutually and timely agreed upon in writing.

II. SCHOOL TRANSPORTATION SERVICES

A. REGULAR TRANSPORTATION SPECIFICATION

1. Type of transportation: Regular school bus service to public and non-public schools, and regular school bus service for partial day programs.
 - a. The actual number and size of buses required will be determined on the basis of actual student count, prior to the start of each school year. Bus needs are re-

evaluated each year prior to the start of school. ISD 709 generally plans for 71-passenger school buses for its regular bus services. ISD 709 Transportation Manager shall be responsible for scheduling times, stops, and the order in which runs and routes are organized.

- b. ISD 709 will attempt to maintain the same proportion of bus sizes from year to year, although the Vendor is urged to participate in the summer planning of the next year’s routes to maintain maximum input and awareness of ISD 709’s plans.
 - c. For the purpose of establishing a regular transportation price, the Vendor shall quote on the basis of 173 school days for the regular school year (subject to change). For each day under 173 school days that is not required, the Daily Rate in accordance with Appendix A shall be reduced by 1/173. In the event the required school days fall below 170, Parties agree to negotiate adjusted rates in good faith.
 - d. ISD 709 reserves the right to schedule a practice run prior to the start of the school year at a rate mutually agreed upon.
2. Vendor agrees that the estimated number of students it needs to provide transportation to are as follows: approximate total of Elementary (grades 1-5) 3800, middle school (grades 6-8) 2000, high school 2770. (Subject to change).
 3. ISD 709 owns and operates a fleet of 21 school buses. For the school year 2024-2025, ISD 709 has contracted with Vendor for 65 a.m. and 63 p.m. yellow school buses (*includes special needs*). These numbers are subject to change.
 4. Eligibility distances from home to school (subject to change):

Classes	Maximum Walking Distance from Home to School	Exceptions
Elementary School	.7 miles	Hazardous Conditions
Middle School	1.0 miles	Hazardous Conditions
High School	1.0 miles	

5. See attached schedules for current school hours and grade configurations.

B. MIDDAY TRANSPORTATION

Vendor shall provide necessary midday transportation services as determined by the District. Kindergarten runs and/or shuttle runs shall be made between the morning and afternoon runs. The kindergarten runs and/or shuttle runs may overlap the morning and/or afternoon runs.

C. LATE ACTIVITY BUSES

1. In accordance with Appendix B, late activity buses for middle school(s) may be scheduled for student take-home after regular dismissal time.

2. Activity routes will be scheduled after regular school routes are cleared.

D. SPECIAL EDUCATION TRANSPORTATION SPECIFICATIONS

1. Vendor shall provide necessary special education transportation services as determined by the District.
2. Students are placed in various programs both in the school district, and in other districts around the area. ISD 709 agrees to make a reasonable effort to operate efficiently by utilizing any bus under contract or owned by ISD 709 to provide transportation service. All special education transportation will comply with any and all Minnesota applicable statutes and rules concerning transportation of handicapped students.
3. ISD 709 shall determine the type of vehicle used to transport disabled students based on the disabling conditions of those students. Such vehicles shall comply with the provision of Minnesota Statute Sec. 169.4501; 169.4502; 169.4503; 169.4504.
- 3 All vehicles used to transport handicapped students shall be equipped with a two-way communications system and when requested, have a responsible aide employed by the Vendor to provide necessary assistance and supervision which cannot safely be provided by the driver.
4. Specifically adapted seats, supports, and/or protective devices that meet all applicable federal and state requirements shall be provided for all students who require such devices to ensure their safe transportation.
5. Any school bus used to transport students in wheelchairs shall be equipped with fastening devices that will hold such wheelchairs securely in a fixed position. All special equipment must meet applicable federal and state requirements for that vehicle.
6. Each driver of a vehicle for disabled students should be carefully selected to fulfill the unique requirements of the job. Drivers shall be assigned to each route on a regular basis whenever possible.
7. Each aide assigned to a vehicle transporting handicapped students, or the driver if no aide is assigned, or both, shall:
 - a. Have available to them, in the vehicle, a type written card indicating the student's name, address, nature of the student's handicaps, emergency health care information, names and telephone number of student's physician, parents, guardians and/or custodians, same of person other than student's parents/guardians who can be contacted in case of emergency.
 - b. Be instructed in the proper emergency health care procedures for the students under their care. In addition, within one (1) month after the effective date of assignment, participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of those students.

- c. Assist such children on and off the bus when necessary for their safe ingress and egress from the bus.
 - d. Ensure that protective safety devices, as required, are in use and fastened properly.
8. ISD 709 contracted for up to twenty (20) special needs buses in 2023-2024. ISD 709 anticipates a similar need in 2024-2025.

E. CHARTER SERVICE

- 1. Vendor shall provide necessary charter services as determined by the District.
- 2. If the Vendor provides buses for charter trips, all appropriate sections of the Agreement shall apply to such buses and their operations.
- 3. Generally, the Vendor may expect at least three (3) working days' notice for charter trip orders. Written notice may be required by Vendor if order forms are furnished and if orders are picked up by the Vendor. When orders do not meet the three (3) day minimum, the Vendor may deny the request if drivers or equipment are not available.
- 4. The minimum charter cancellation time will be four (4) hours. Should minimum cancellation times not be followed for charter orders, ISD 709 will pay a penalty charge. Weather conditions that cause late cancellations will not result in charges under this provision.
- 4. It is anticipated that over 900 charter trips will be scheduled in 2024-2025.

F. SUMMER SCHOOL

- 1. Summer school transportation (herein “Summer Transportation”) is similar to the needs of the school year. All special equipment needs of the regular school will apply.

The operating provisions governing this Agreement apply through the end of summer school.

- 2. Summer Transportation will be optional as approved each year by both Parties, which shall include but is not limited to the following:
 - a. Regular summer routes
 - b. Special education summer routes
 - c. Vocational summer routes
 - d. Summer school field trips
- 3. Summer Transportation rates shall be in accordance with Rate Schedule in Appendix A.

III. AGREEMENT PROVISIONS AND SPECIFICATIONS

A. COMPLIANCE WITH LAWS

1. The entire operation contemplated in this Agreement shall comply with applicable rules and regulations adopted by the Minnesota Department of Education, State Department of Transportation and ISD 709 presently in effect or now or hereafter adopted and required. The Vendor will be bound by all rules and regulations, local ordinances, or state laws relating to road conditions and road restrictions and any other regulations relating to the operations contemplated herein.
2. ISD 709 and Vendor agree in good faith to discuss any and all *additional* labor and operational costs incurred by Vendor arising directly or indirectly from legislative changes of law (the "Change in Law Events") which may impact the Rate Schedule. The Change in Law Events include, but not limited to: (i) Safe and Sick Time; and (ii) Unemployment Benefits to all Non-instructional Between Term Positions.

B. INSURANCE

1. The Vendor agrees at its sole expense, to procure and keep in force during the entire period of the Agreement, public liability insurance, property damage liability insurance, and workmen's compensation insurance. The specific coverages are for the protection and benefit of ISD 709 as well as the Vendor.
2. A certificate of insurance ("COI") naming ISD 709, its Board, officers, employees, and agents as an additional insured must be provided prior to the start of each school year. Failure of ISD 709 to insist upon or require certificates or other evidence of insurance, or acceptance of insurance, or acceptance of insurance certificates, or other evidence of insurance that shows a variance from the specified coverages will not constitute a waiver of the Vendor's obligation to provide specified insurance. The Vendor agrees it shall defend, hold harmless, and indemnify the ISD 709, its Board, officers, employees, and agents to the same extent as the specified insurance in the event the specified insurance is not obtained or kept in force and a claim arises within the scope of the specified insurance.
3. The Vendor shall include a provision in its insurance policy requiring the insurance carrier to immediately notify the ISD 709 in the event the Vendor is in default or arrears on payment of any premiums required and/or in the event the insurance policy is cancelled for any reason. The Vendor shall also obtain coverage for claims that arise after this Agreement terminates but which are based on injuries that occur during the time this Agreement is in effect.
4. Required minimum limits of insurance on COI are:

<u>Coverage Type:</u>	<u>Occurrence Limit</u>
General Liability	
Bodily Injury and Property Damage	\$ 1,000,000
Automobile Coverage:	
Bodily Injury and Property Damage	\$ 1,000,000

Worker's Compensation:	Statutory
Sexual Abuse or Molestation: Aggregate	\$ 1,000,000
Umbrella Liability:	\$ 4,000,000

5. No liability resulting from a vehicular accident, or negligence of Vendor, its drivers, employees or agents, or any international acts of Vendor, its drivers, employees or agent, will be assumed by ISD 709 its Board, employees or authorized representatives.
6. The Vendor agrees to hold harmless, defend and indemnify ISD 709, its Board, officers, employees, and agents from any and all third party claims, demands, losses, expenses, causes of action, and suits against ISD 709 caused in whole or in part by the negligence or intentional acts of the officers, employees and agents of the Vendor, and shall immediately give written notice of all claims or suits to ISD 709. The Vendor is responsible for ISD 709's reasonable attorney's fees and costs incurred in enforcing this paragraph.
7. To the extent permitted by law, ISD 709 shall hold Vendor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Vendor, its officers, employees, agents, successors and assigns from and against third party claims, which may be made by any act neglect, default or omission of ISD 709, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Vendor, its agents or employees.
8. Neither the Vendor or their officers, employees, or agents shall be held or deemed in any way to be the agent or employee of ISD 709. It is the intention of the Parties that the Vendor is and shall be considered an independent Vendor. No officer, employee, or agent of Vendor shall be deemed to be an officer, employee or agent of ISD 709, unless they are also an officer or employee of ISD 709.

C. PERFORMANCE BOND

Not requested.

E. PENALTIES

ISD 709 reserves the right to charge for incidents of non-performance at the rate of \$50.00 per incident. ISD 709 shall provide the Vendor with written explanation of each incident of non-performance. The Vendor shall, upon receipt of said explanation, have five (5) school days in which to respond to the reported incident. ISD 709 shall make a determination as to whether the non-performance occurred and if so whether there are extenuating or mitigating circumstances which eliminate the need for the charge.

Non-performance shall include but is not limited to the following examples:

- Failure of the school bus driver to follow the bus route established by ISD 709. No unauthorized or "sweetheart" stops are allowed.
- Failure to notify ISD 709 of late vehicles within ten (10) minutes.

- Failure to notify ISD 709 immediately of an accident involving a contracted vehicle or failure to provide a written copy of the accident report within 72 hours.
- Failure to provide within two (2) hours, a list of students on board a bus that has been involved in a crash.
- Failure of drivers to be on their bus when students are on the bus.
- Violation of other ISD 709 established policies and procedures.

E. TAXES

The Vendor shall pay taxes imposed on any equipment or service to be furnished so that there will be no liability on the part of ISD 709 for any type of tax assessed thereon.

Vendor agrees that it shall be solely responsible for its acts, and the acts of its employees, during the Term of this Agreement. Vendor agrees that it shall be responsible for all social security taxes, state and federal reemployment insurance premiums, withholding and payment of federal and state income taxes, premiums for worker's compensation insurance, and shall file all appropriate federal and state returns as necessary for independent vendors.

E. AGREEMENT TIMELINES

The Agreement will be considered effective upon the approval by ISD 709 School Board and a duly authorized ISD 709 representative(s) signing the Agreement.

This Agreement can only be signed by ISD 709 after receipt of the Certificate of Insurance and the Vendor's signature on the Agreement.

F. COMPENSATION

1. Rates. Rates for the 2024-25 school year shall be reflected in Appendix A, attached hereto and include daily transportation services, including regular, special education and midday busing. Pursuant to Section II F. SUMMER SCHOOL, Summer Transportation rates will be the same as the school year. No later than June 15, 2025 and in accordance with Appendix A, the Rate Schedules for 2025-26 will be negotiated in good faith and mutually agreed upon in writing.
2. Payment. Payment shall be made twice a month. The Vendor may bill charter or special trip buses on a weekly basis.

G. FORCE MAJEURE

No Party shall be liable for any interruption, delay or failure to perform any obligations under this Agreement resulting from causes beyond its reasonable control, including but not limited to acts of nature, fire, riot, war, picketing, civil commotion, strikes, labor disputes, pandemic (including the COVID-19 pandemic), lack of fuel, or other similar events ("Force Majeure Event").

In the event of a Force Majeure Event, Vendor shall promptly notify ISD 709. If Vendor cannot cure interruption to service within twenty (20) business days, ISD 709 and Vendor shall endeavor to find a reasonable resolution, which shall be mutually agreed upon in writing.

H. ASSIGNMENTS OR TRANSFERS

1. The Vendor shall not assign or transfer any part of its obligations and responsibilities in the Agreement without the prior written approval of ISD 709, so long as not unreasonably withheld.
2. All subcontractors hired by the Vendor to provide services required by this Agreement must receive prior written approval from ISD 709. The use of subcontractors shall in no way reduce the obligations and responsibilities of the Vendor.

I. TERMINATION

ISD 709 may terminate this Agreement on June 30 of any year of the Agreement by 60 days written notice to the Vendor and with good cause.

Except for Section III G. FORCE MAJEURE, this Agreement may be terminated at any time by ISD 709 for nonperformance or failure to provide the transportation services outlined in Agreement during the period of Agreement.

It is understood and agreed that this Agreement is entered into and made pursuant to provisions of Minnesota Statutes and administrative rules adopted by federal and state agencies that apply hereto. In the event there is a conflict between any provision of this Agreement and/or any Federal law, state statute, or applicable federal and/or state administrative rule, such law, statute, or rule shall prevail. The Vendor and ISD 709 agree that in the event of any such conflict, they will negotiate in good faith to modify this Agreement to ensure compliance with such federal law, state statute, or administrative rule, and that such conflict shall not constitute grounds for termination of the remainder of Agreement.

IV. OPERATION PROVISIONS

A. SAFETY AND EFFICIENCY

The Vendor's first concern shall be to provide safe transportation for students in ISD 709. ISD 709 strives to provide transportation services in the most efficient manner.

B. GENERAL SERVICES

The Vendor shall furnish, as part of this Agreement, equipment, drivers and adequate transportation services that shall meet all state and federal standards as well as ISD 709 requirements.

1. Select proper equipment which meets federal and state standards and ISD 709 Requirements.
2. Properly maintain equipment to prevent breakdowns, operational malfunctions, and accidents. (See Equipment Provisions, Section VI)
1. Provide a full-time terminal manager, dispatcher and driver-training supervisor who will coordinate all buses and equipment proposed for service and whose performance must be acceptable to ISD 709.
2. Provide route coordination as follows:
 - a. Provide a route supervisor, acceptable to ISD 709, to work under the direction of ISD 709 transportation office to assist in:
 - * preparation of annual plan of routing and scheduling buses
 - * coordination of changes in routes or schedules
 - * development of schedules for shuttle services
 - b. Such route supervisor shall report to a site provided by ISD 709 according to the following schedule:
 - * May 1 - September 30 up to 40 hours per week
 - * October 1 - April 30 up to 20 hours per week
 - c. Such route supervisor shall be knowledgeable of bus routing and scheduling procedures.
3. Provide safety supervisors who regularly monitor the drivers in ISD 709 and who are available for specific requests related to driver safety.
4. Select, train, supervise and motivate drivers in compliance with federal and state standards and ISD 709 requirements. Vendor shall be highly selective in the employment of drivers. Vendor is required to utilize only those drivers holding a valid Class A or Class B CDL with a school bus and passenger endorsement for type A, C, or D school buses, or License Class D, C, B, A for Type III school buses and allow only qualified persons to drive buses. Vendor shall inform drivers of their responsibilities regarding the agreement between Vendor and ISD 709.
5. Immediately report to the ISD 709 transportation office all accidents involving buses on ISD 709 routes and provide follow-up accident investigation and complete reports as required. A written report of the accident including the names of drivers, passengers, and pedestrians for each party involved will be sent to ISD 709 transportation office within three (3) days of the accident.
6. Make sufficient buses available for use in the instruction of students in safety and bus ridership rules of behavior.

7. Provide such information and reports as necessary for ISD 709 to complete all required reports to the state. This has generally included route mileage, charter mileage, and load counts. ISD 709 at its discretion may request information on ridership and load counts throughout the contract year.
8. The books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by ISD 709 or its designated representative and the State auditor or Legislative auditor as deemed appropriate.
9. Remove from ISD 709 bus routes any driver who is unsatisfactory to ISD 709.
10. Run a DMV driver license record check once each year on each bus driver who operates a bus under this Agreement, and to provide a copy or the original listing of the report to ISD 709 for each driver. This report will be delivered to ISD 709 by October 1st of every year.
11. Immediately inform ISD 709 of any driver who is charged with or receives a conviction involving felonious or immoral behavior.
12. Post school bus rules provided by ISD 709 in each bus.
13. Cooperate fully with ISD 709 when directed to conduct school bus evacuation drills as set forth by state law.
14. The Vendor agrees that they will not discriminate against any individual in their hiring practices because of race, creed, color, gender, or national origin of an applicant or employee.
15. The Vendor has been advised and understands that it may have access to certain data that is classified as not public data pursuant to the Minnesota Government Data Practices Act. The Vendor agrees that such data shall have the same classification while in the possession of the Vendor as such data has while in possession of ISD 709. The Vendor agrees to return all such data to ISD 709 upon completion of the work performed under this Agreement, or sooner if requested by ISD 709, and shall retain no copies of such data; and further agrees that it shall not disseminate any such data to any organization or individual not employed by the Vendor.

C. DRUG TESTING/SCREENING

In the course of serving ISD 709, school bus drivers must not be under the influence of ability impairing substances.

1. All drivers must have controlled substance testing by a qualified laboratory or agency upon employment with the company as required by Title 49 Part 382 of the code of Federal Regulations. The Vendor shall furnish a copy of their drug testing policy and practices to ISD 709 upon execution of this Agreement.
2. If the Vendor fails to administer the drug screening, a chemical abuse assessment of the

driver by properly qualified personnel or agency must be submitted to ISD 709 prior to the driver's reassignment to a route within ISD 709's district.

3. Drivers who receive a prescription of a narcotic or other performance-altering medication will not be allowed to drive within ISD 709's district during the course of the medication.

D. TERMINAL FACILITIES

1. Vendor shall provide:
 - a. A building adequate, by ISD 709 standards, for the maintenance and operation of the equipment provided;
 - b. Office equipped with multiple extension phone system with the availability of telephone answering service so messages will be received and answered without delay;
 - c. Office operates a base station for two-way radio communication to all contract fleet vehicles;
 - d. Adequate indoor bus storage capacity; and
 - e. Electrical outlets for engine heaters must be available for contract fleet vehicles not stored inside.
2. Facilities should be located near enough to provide services to any part of ISD 709 within thirty (30) minutes.
 - a. Vehicles will be available at this site for stand-by and breakdown response.
 - b. Should main terminal facilities not be located within the desired thirty (30) minute response time, a satellite parking facility adequate to accommodate 15% of the contract fleet vehicles during school busing hours must be provided.

V. PERSONNEL - BUS DRIVERS - BUS AIDES

A. QUALIFICATIONS

Drivers must meet the state qualifications as well as pass the Vendor's bus driving rules and regulations and hold a valid school bus driver's license for the assigned vehicle according to state and federal law. At no time will a Vendor's driver transport for ISD 709 in a school bus without a valid commercial driver's license and school bus endorsement.

B. CONDITIONS OF EMPLOYMENT

The drivers and aides must maintain the standards imposed on them by the Vendor. They are also required to attend scheduled ISD 709 or regional school bus driver's meetings for instruction and safety.

C. BUS DRIVER TRAINING

All bus drivers operating buses under this Agreement shall receive training according to the standards below.

1. New drivers not previously licensed to drive a school bus shall receive not less than twelve (12) hours of classroom and ten (10) hours of in-vehicle (actual driving time) instruction.
2. New drivers currently licensed to drive a school bus shall receive not less than 8 hours of classroom instruction, and an evaluation of their driving skills with necessary in-bus training to bring their skill levels up to acceptable levels.
3. Continuing drivers and all new drivers shall also receive training through safety meetings and through ISD 709 bus driver meetings that shall total at least 8 hours per year. These hours shall be reported to ISD 709 by the end of each contract year.
4. All drivers shall be trained to meet the requirements of Federal, State, and local rule and regulation.

D. DRIVER OBLIGATIONS

Vendor is to have the drivers adhere to the following:

1. To travel over the route and only make stops according to the timetable designated by ISD 709.
2. To keep the bus and other property used in transporting pupils clean and protected at all times when not in actual use and to exercise reasonable care in the use of such equipment.
3. To allow no person to drive the vehicle without the proper license.
4. To exercise the utmost care in protecting children from injury or exposure.
5. To be alert and observe all laws and rules relating to travel on public roads.
6. To observe all operating rules adopted by the Minnesota State Board of Education, Minnesota Department of Education, Minnesota Commissioner of Public Safety, and local School Board.
7. To remain in the bus whenever students are on or near the bus.
8. To maintain order among pupils at all times, to allow them to enter and to leave the bus only at pupil stops designated by ISD 709, and to report all cases of disobedience, improper conduct or speech, and cases of tardiness to the building principal where the student is enrolled. No student shall be expelled in the middle of a route.
9. To refrain from using profane or indecent language within hearing of the pupils and to tolerate none from them.

10. To abstain from the use of tobacco on the bus or on school property and allow no children to use tobacco in any form, including but not limited to e-cigarettes.

F. BUS DRIVER REPORT FILING

1. The driver must immediately report all accidents involving personal injury or property damage to the bus company. The driver must cooperate with the bus company in accident investigation per Section IV B.7.
2. The driver must report student misbehavior to the school building administration in a timely manner, using discipline report forms.
3. Current route schedules shall be carried on the bus, during route times. Any changes in routes must be officially approved and indicated on route copy prior to implementation.

G. BUS AIDES

1. Bus aides will be provided as required by Vendor to provide safety supervision for behavior problem bus riders. ISD 709 will provide notice when adding a bus aide to the route.
 - a. Bus aides will attend all meetings and training as required by ISD 709.
 - b. Bus aides will be transferred to any school district route upon request from ISD 709.

VI. EQUIPMENT PROVISIONS

1. Vendor-owned buses must meet the applicable State and Federal standards and specifications. They must be clean, neat-appearing and maintain suitable interior temperatures at all times.
2. All vehicles operated under this Agreement must have passed state inspections.
3. Age of Vehicles
 - i. Buses provided for basic service may be no older than fifteen (15) years from the beginning of the current school year. A bus will be permitted to operate to the age of fifteen (15) years providing the unit remains serviceable for the entire fifteen (15) year period.
 - ii. Pursuant to statutory law, Type III vehicles must be 2008 or newer. Minn. Stat. § 169.454 subd. 2.

VII. FUEL ADJUSTMENT

The base rate for diesel will be \$2.75, for gasoline \$2.50 and for Propane \$1.50 (“Fuel”) for the duration of this Agreement. If Fuel expense exceeds the base rates by 7% (Diesel = \$2.943; Gasoline = \$2.675; Propane = \$1.605), ISD 709 will reimburse the Vendor for those

expenses that exceed the base rate. If fuel expenses fall below the base rate less 7% (Diesel = \$2.558; Gasoline = \$2.325; Propane = \$1.395), the Vendor shall reimburse ISD 709 for those costs that fall below the base rate. Gallons consumed will be computed by using monthly mileage figures computed from actual miles and Fuel consumed for each classification of vehicles. Payments will be calculated and billed monthly.

VIII. MISC.

A. ENTIRE AGREEMENT

This Agreement and the Appendices hereto constitute the entire agreement between the Vendor and ISD 709 and incorporate all prior and contemporaneous oral or written agreements or representations between the Parties.

B. GOVERNING STATE

All questions relating to the validity, interpretation or performance of this Agreement shall be determined in accordance with the laws of the State of Minnesota relating to contracts made and performed in the State. The Parties hereto hereby agree that the venue of any action under this Agreement shall be exclusively Minnesota.

C. ELECTRONIC SIGNATURES

Electronic signatures to this Agreement or electronic counterparts in .PDF format or comparable shall be fully enforceable.

D. AMENDMENTS

This Agreement may be amended or any of its terms modified only by written document duly authorized, executed and delivered by and between Vendor and ISD 709 after mutual and timely agreement.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this ____ day of _____, 202_.

By: _____

Voyageur Bus Company, Inc. "Vendor"

By: _____

Independent School District 709 "ISD 709"

Appendix A, B shall be attached.

APPENDIX A

RATE SCHEDULE (INCLUSIVE OF SUMMER SCHOOL) FOR SCHOOL YEAR 2023-2024A. REGULAR TRANSPORTATION buses provide service as in Section II, A. of this Agreement.

1. Daily Rate per bus: Based on live time calculated: AM: Terminal to School;
plus PM: School to Terminal.

Type III Bus	less than 4 hours	<u>\$360.00</u>
	between 4 hours and 5 hours	<u>\$391.00</u>
	greater than 5 hours (Per 15 minutes)	<u>\$16.25</u>

Type A Bus	less than 4 hours	<u>\$377.50</u>
	between 4 hours and 5 hours	<u>\$410.00</u>
	greater than 5 hours (Per 15 minutes)	<u>\$16.25</u>

Type C Bus	less than 4 hours	<u>\$377.50</u>
	between 4 hours and 5 hours	<u>\$410.00</u>
	greater than 5 hours (Per 15 minutes)	<u>\$16.25</u>

Type D Bus	less than 4 hours	<u>\$377.50</u>
	between 4 hours and 5 hours	<u>\$410.00</u>
	greater than 5 hours	<u>\$16.25</u>

Please note the percentage of regular route rate for half-day route

a.m. 50% p.m. 65%

Out of Attendance Boundary Mileage Rate \$2.87 per mile

2. Midday service daily rate including but not limited to kindergarten and shuttles as described in Section II, B. of this Agreement, service from first pick up to last drop off.

1.0 hours	<u>\$ 83.00 per day</u>
1.5 hours	<u>\$ 115.50 per day</u>

2.0 hours \$ 148.00 per day
 2.5 hours \$ 180.50 per day

B. LATE ACTIVITY ROUTES — Routes for after school activity take home as described in Section II, C.

\$ 83.00 per bus.

C. SPECIAL EDUCATION — Buses to provide service as described in Section II, E.

Unless there is need for special equipment, the rates for buses for carrying handicapped pupils should be the same as for regular pupils.

1. Extra cost for bus equipped with wheelchair lift.

\$ 16.75 per day per route

2. Hourly rate for school bus assistant.

\$ 33.00 per hour

D. CHARTER TRIPS* — buses to provide services as described in Section II, F.

1. Charter trips within the school district (Includes 2-Hours):

All size buses \$ 166.25 per trip

2. Charter trips outside of school district within 30 miles & 4-Hours:

All size buses \$ 247.25 per trip

3. Trips beyond 30 miles based on a per mile rate. Waiting charge per hour.

<u>Bus Size</u>	<u>Per Mile Rate</u>	<u>Waiting Charge</u>
All size buses	\$ <u>2.87 per mile</u>	\$ <u>58.00 per hour</u>

4. Trailer Charge: \$ 120.50 single or double axle

5. Cancelled Trip within 1-hour of load time or COA \$ 155.50

6. Overnight driver expenses – quoted on a trip-by-trip basis.

* All School Bus Charter Rates to be computed from Terminal to Terminal.

H. CANCELLED SCHOOL DAYS – ISD 709 agrees to pay Vendor 85% of daily contracted rate for cancelled days resulting from weather conditions or other similar cancellations of scheduled school days. Vendor agrees to compensate scheduled drivers and driver aides for these lost days.

I. PRICE CHANGES FOR THE 2025-2026 SCHOOL YEAR

For 2025-2026 school year, the price may increase using the May CPI OR three and a half percent (3.5%), whichever is greater and to be negotiated in good faith pursuant to Section F, 1 Compensation of this Agreement.

J. SUPPLEMENTAL DATA

i. Vendor Reference Data

Company Name: Voyageur Bus Company, Inc.

Street Address: 3941 East Calvary Road

City, State, Zip Code: Duluth, Minnesota 55803

Telephone Number: 218-724-1707

ii. Data relative to number of personnel employed by Vendor.

Regular bus drivers: 72

Substitutes or part-time drivers: 21

Dispatchers: 5

Supervisory Personnel: 2

Office Personnel: 3

Garage Mechanics: 6

List Others: 10 (Corp. Office)

Total Personnel: 146

Ratio of mechanics to number of buses: 1 to 12

APPENDIX B

DULUTH PUBLIC SCHOOLS
STARTING AND ENDING TIMES
2024-2025

ELEMENTARY SCHOOLS	GRADES	SCHOOL TIMES
CONGDON PARK	K-5	7:45 - 2:15
MYERS-WILKINS	K-5	7:45 - 2:15
HOMECROFT	K-5	7:45 - 2:15
LAKEWOOD	K-5	7:45 - 2:15
LESTER PARK	K-5	7:45 - 2:15
LOWELL	K-5	7:45 - 2:15
MACARTHUR	C-5	7:45 - 2:15
PIEDMONT	K-5	7:45 - 2:15
STOWE	K-5	7:45 - 2:15
MIDDLE SCHOOLS	GRADES	
LINCOLN	6-8	8:40 - 3:19
LINCOLN ACTIVITY	6-8	4:15, MWTh
ORDEAN-EAST	6-8	8:40 - 3:19
ORDEAN ACTIVITY	6-8	4:15, MTTh
HIGH SCHOOLS	GRADES	
DENFELD	9-12	8:50 - 3:29
EAST	9-12	8:50 - 3:29
NON-PUBLIC SCHOOLS	GRADES	
MARSHALL LOWER	K-3	7:45 - 2:20
MARSHALL UPPER	4-12	8:00 - 3:05
MERRITT CREEK ACADEMY	1-12	8:00 - 4:15
ROCKRIDGE	ALL	8:00- 3:15, 4:15
STELLA MARIS HIGH	9-12	8:00 – 3:00
STELLA MARIS HOLY ROSARY	K-3	7:45 - 2:45
STELLA MARIS ST. JAMES	K-5	7:45 - 2:45
STELLA MARIS ST. JOHNS	6-8	7:45 - 2:55

AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and KY Interpreting, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2023 and shall remain in effect until June 5, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Interpreting Services as needed by the school district for students and staff requiring ASL-English Interpreting Services. Contractor will provide a Nationally Certified Interpreter or interpreter actively pursuing certification, in accordance with District requirements.

3. **Background Check.**

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$65.00 hourly (2 hour minimum at \$130.00) and \$200,000.00 in total.

All interpreting services need to be canceled 48 hours in advance (2 full business days) prior to the assignment to avoid being charged. Interpreting services canceled less than 48 hours will be billed the full rate and time of the assignment. Assignment will be determined by Duluth Public Schools. District will not be invoiced when the Contractor is unavailable to provide Interpreting Services on previously scheduled days.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 3251 Dahl Road, Duluth, MN 55804

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature

SSN/Tax ID Number

Date

Program Director

Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	405	740	394	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

Date

ISD 709 Calendar 2023-24 School Year

07 S	JULY					AUGUST					SEPTEMBER					OCTOBER					
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							
24	25	26	27	28	29	30															
31																					

KEY DATES

- First day for Grade 1-12 students - September 5, 2023
- First day for Kindergarten students - September 7, 2023
- Schools will schedule open houses and conferences

GRADING TERMS

- No school for students: (Red)
- Last day for students - June 5, 2024
- Term 1: September 5 to January 19
- Term 2: January 23 to June 5

Elementary Schools (E):

- Term 1: September 5 to January 19
- Term 2: January 23 to June 5

High Schools (H) and Middle Schools (M):

- Term 1: September 5 to November 3
- Term 2: November 6 to January 19
- Term 3: January 23 to March 29
- Term 4: April 1 to June 5

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and KY Interpreting, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. Dates of Service. This Agreement shall be deemed to be effective as of September 3, 2024 and shall remain in effect until June 5, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance. Interpreting Services as needed by the school district for students and staff requiring ASL-English Interpreting Services. Contractor will provide a Nationally Certified Interpreter or interpreter actively pursuing certification, in accordance with District requirements.

3. Background Check.

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

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18. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

 Contractor Signature	263754494 SSN/Tax ID Number	06/04/2024 Date
 Program Director		5/31/24 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	405	740	394	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

 Date

ISD 709 Calendar 2024-25 School Year

JULY							AUGUST							SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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30	31													28	29	30	31				27	28	29	30	31		

KEY DATES

- First day for Grade 1-12 students - September 3, 2024
- No school for students: [Green Box]
- First day for Kindergarten students - September 5, 2024
- Last day for students - June 5, 2025
- Schools will schedule open houses and conferences

GRADING TERMS

- Elementary Schools (E):
 - Term 1: September 3 to January 16
 - Term 2: January 21 to June 5
- High Schools (H) and Middle Schools (M):
 - Term 1: September 3 to November 1
 - Term 2: November 4 to January 16
 - Term 3: January 21 to March 28
 - Term 4: April 7 to June 5

Adopted by the School Board on March 19, 2024. Calendar also available at www.ISD709.org

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Maghs

Title: Superintendent

Date: 5/6/24



Jill Lofald, Board Chair

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

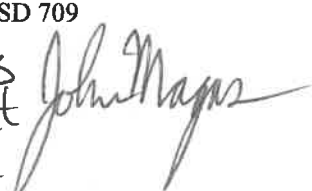
- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magas

Title: Superintendent

Date: 5/6/24



VocoVision Damaged Equipment Policy


If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magas 

Title: Superintendent

Date: 5/6/24

May 14, 2024

Bryan Brown – Facilities Manager
Duluth Public School District 709
Via email: bryan.brown@isd709.org

RE: Duluth News Tribune Building Remodel – Additional Services

Dear Mr. Brown
Thank you for the continued opportunity to work with you on the Duluth News Tribune Building Remodel into a new ISD 709 Education Center. We would like to request additional services related to the project based on the adjustment to the overall building scope of work and schedule revisions.

In our original Professional Engineering Services proposal dated October 10, 2023, Design Tree Engineering's fee approach was based on an estimated \$6,000,000 project cost, with an estimated 60% related to the Mechanical, Electrical, Plumbing and Structural construction. Our proposed fee was based on 4.25% of the construction scope of work for a total of \$153,000.

With the delivery of Schematic Design documents in January 2024, ICS created an SD project cost estimate of \$10,200,000 for the developed scope of work which includes the structural in-fill of two floor areas that were not included in the initial scope of work. The Duluth School District 709 provided a notice-to-proceed with the full SD-level scope of work on Friday, May 3, 2024.

Fees for Proposed Services

Design Tree Engineering will provide additional engineering services as listed below for the lump sum fee:

Professional Engineering Services

<i>Revised Project Cost:</i>	\$10,200,000
<i>Revised MEP & S Cost (60%):</i>	\$6,120,000
<i>Revised Total MEP & S Fee:</i>	\$260,100
<i>Less Original Contract Fee:</i>	\$153,000
Total Lump Sum Fee:	\$107,100

Project Schedule

1. The anticipated project schedule based on the notice-to-proceed and restart of the project will have DD deliverables to ICS by mid June and CD deliverables to ICS by mid-August with an intention to bid in September 2024.

If you have any questions or see a need for modifying the above services, please feel free to contact our office. When you find this proposal is acceptable, please sign and date the space below and return to our office.

Sincerely,

DESIGN TREE ENGINEERING & LAND SURVEYING

DTE PROPOSAL

Duluth News Tribune Building Remodel – Additional Services



Paul E. Quirin, P.E.
Mechanical Team Leader
Phone: 763-270-6304
Email: peq@DTE-LS.com

Acceptance of Proposal:

The total proposed fee amount of \$107,100 is accepted and I hereby authorize Design Tree Engineering to proceed with the proposed work contained in this proposal.

Signature

Title

Date



**Expenditure Contracts Signed
April 2024**

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

*** Not to Exceed:** If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**** Contract is paid via monies from:**

DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

DU = Department Unrestricted (General Fund)

G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	Amount*	Contract Source**	Description
Gary New Duluth Development Alliance	\$8,000.00*	TLE (DR)	ESSER funds to support summer programming for youth (FY24)
Gary New Duluth Development Alliance	\$16,000.00*	TLE (DR)	ESSER funds to support summer programming for youth (FY25)
Neighborhood Youth Services, Inc.	\$30,000.00*	TLE (DR)	ESSER funds to support NYS academic and career support for Duluth Public School students
Zeitgeist Arts	\$25,000.00*	TLE (DR)	ESSER funds to support summer programming and enrichment activities for youth
Men as Peacemakers	\$8,000.00*	TLE (DU)	Group meetings onsite at LPMS, MWES, Piedmont and Laura MacArthur for 24-25 school year
First Witness Child Advocacy Center	\$5,000.00*	TLE (DU)	Child sexual abuse prevention information to teachers/staff/students for 24-25 school year
Teachers on Call	TBD	Human Resources (DU)	Amendment to continue partnership with TOC through 6/30/26
Institute for Environmental Assessment, Inc.	\$26,000.00*	Facilities (DU)	Amendment to increase current contract by \$26,000 from original total of \$80,000
Stella Maris Academy	\$248.15*	Special Services (DR)	Paraprofessional coverage while a district employee is on leave of absence
Marshall School	\$34,000.00	Special Services (DR)	FY25 non-public nursing services by a licensed school nurse

Aya Kawaguchi Nakajima	\$250.00*	Early Childhood Family Education (ECFE) (DR)	Onsite support during ECFEs 50 th anniversary event at Chester bowl 5/18/24
Ryan Clark	\$150.00*	Early Childhood Family Education (ECFE) (DR)	Teaching and helping Oshki-inwewin students make and learn about traditional fry bread
Jeffery Olson	\$50.00*	Head Start (DR)	Face painting for Head Start event at Great Lakes Aquarium
Jamar Kirk	\$150.00*	Head Start (DR)	Photo booth for Head Start event at Great Lakes Aquarium
Jeremy Wilson	\$150.00*	American Indian Education (DR)	Drumming, teaching Powwow dances, performing for end-of-the-year event at Lowell
Thomas Howes	\$5,000.00*	American Indian Education (DR)	Contracted services for site event
BARR Secondary School (Building Assets, Reducing Risks)	\$35,000.00*	Denfeld HS (DU)	Contracted behavioral services for 24-25 school year as noted in Exhibit A of agreement
Erin Muhs	\$1,000.00*	Denfeld HS (DU)	Costume design at Denfeld HS
Ayla Bjerke	\$1,000.00*	Denfeld HS (DU)	Assistant director for drama at Denfeld HS
Keely Waechter	\$1,000.00*	Denfeld HS (DU)	Drama event at Denfeld HS
Tom Wegren	\$250.00*	Congdon ES (DU)	Piano accompanist
Wolf Ridge Environmental Learning Center	\$1,875.00	Stowe ES (DU)	5 th grade field trip 24-25 school year (deposit)

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Gary New Duluth Development Alliance - GND Rec, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 5/1/2024 and shall remain in effect until 6/30/2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(See attached Grant Application/Proposal)*

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$8,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

8. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Business Services, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Mark Boben, President, GND Development Alliance, 2630 W Superior St, Duluth, MN 55806.

10. Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

11. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

12. Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

14. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

15. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

17. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

GND Rec. FY 24

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Matt E. [Signature]
Contractor Signature

46-5272750
SSN/Tax ID Number

5/13/24
Date

Anthony [Signature]
Program Director

5/13/24
Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	161	304	013
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Simone [Signature]
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

5/13/24
Date

GND Development Alliance – GND REC
ISD 709 Grant Application

Date of application: 16 April 2024

Grant amount requested: \$24,000

why the need exists, who it would benefit, the activities or supports that would be provided, anticipated budget, how participation would be tracked, and how you plan to report impact when the programming is completed

Propose of Grant: Funds will be used to provide summer youth programming at the GND REC located at 801-101st Avenue West, Duluth, Minnesota 55808 adjacent to Stowe Elementary School. We have contracted the Boys & Girls Club of the Northland to run our summer youth programming.

Nonprofit Organization: GND Development Alliance (GNDDA) - tax I.D. #: 46-5272750

Contact Person: Mark Boben, President, GND Development Alliance

Mailing Address: 2630 West Superior Street, Duluth, MN 55806

Phone: 218-355-1349

Email: greysolon2010@gmail.com

Website: <https://gnd.community/>

Facebook: <https://www.facebook.com/gndcommunity>

The Need

We believe that today's youth need a place where they feel safe & belong, that they crave and need outdoor physical activity, opportunities to socialize with their peers, improve study/learning skills, learn how to relate with adults and be part of their community.

Activities/Support

We will engage youth in programs that foster academic success, good character & citizenship, and a healthy lifestyle. Programming will start June 17th and run through August 30th. We will not have programming the week of the 4th of July.

The tentative activity schedule for summer programming (which will be fine-tuned in the days ahead and during the summer) is as follows:

Time	Monday	Tuesday	Wednesday	Thursday
12:00-1:00	Free time at REC	Free time at REC	Free time at REC	Free time at REC
1:00-2:00	Basketball Art project	Soccer Coloring contest	Biking Art project	Nature Hike Thing of the Week!
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3:00-3:30	<i>Snack</i>	<i>Snack</i>	<i>Snack</i>	<i>Snack</i>
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GND REC amenities include: soccer fields, baseball backstop, large open-air pavilion, large greenspace, dog park, community garden and multi-activity sport court which has basketball courts with adjustable goal posts, pickle ball, four square and hop scotch. A state-of-the-art urban design streetscape concrete skatepark is anticipated to be completed midsummer 2024 along with another, smaller open-air pavilion.

Who Benefits

Youth ages 6 to 18 are the focus of our summer programming. The focus is on the far west side of Duluth. There are an estimated 253 students at Stowe Elementary School, 596 students at Lincoln Middle School and 965 students at Denfeld.

The Boys & Girls Club will charge a \$20 registration fee that will allow registered youth to attend any Boys & Girls Club of the Northland through the end of 2024. We will ***not*** turn any youth away due to inability to pay.

This is our first year of expanded summer youth programming at the GND REC. Hours have been increased and we will strongly encourage teens to attend. We have a goal of serving 40 youth per day.

Budget

We have a Boys & Girls Club budget of \$24,004 established for summer youth programming. This includes \$17,972 in payroll expense, \$3850 for supplies and \$2182 in administrative expenses. We have established a contingency of \$1000 for unanticipated expenses.

Participation Tracking

The Boys & Girls Club utilizes a Salesforce system built specifically for Boys & Girls Clubs called MyClubHub. This allows families to easily register online and staff to have quick access to emergency information. With this system we are also able to check youth in and out of daily at the front door as well as track all participation in activities throughout the day in real time. We will be able to efficiently generate reports on all participation data and use that to inform scheduling decisions, measure engagement, and provide impact information to funders.

We will utilize participation tracking to gauge impact as well as pre/posttests, survey data, and perceptions gathered from conversations with youth, families, and community members. Our membership form also gathers demographic information which we utilize to paint a deeper picture of the impact we have.

Impact Report

It is our intention to put together a full impact report upon the completion of the program this summer. The report is anticipated to include, but not be limited to, the following;

- Do youth feel that the GND REC programming provides a safe, positive environment
- Do youth feel that the GND REC programming provides a safe emotional place
- Do youth feel that they have a strong adult connection at GND REC programming
- Do youth feel that the GND REC programming is a fun place to be
- Household composition
- Operating hours
- Average daily attendance
- Meals/snacks served (we will advocate that youth attend the Stowe lunch program)

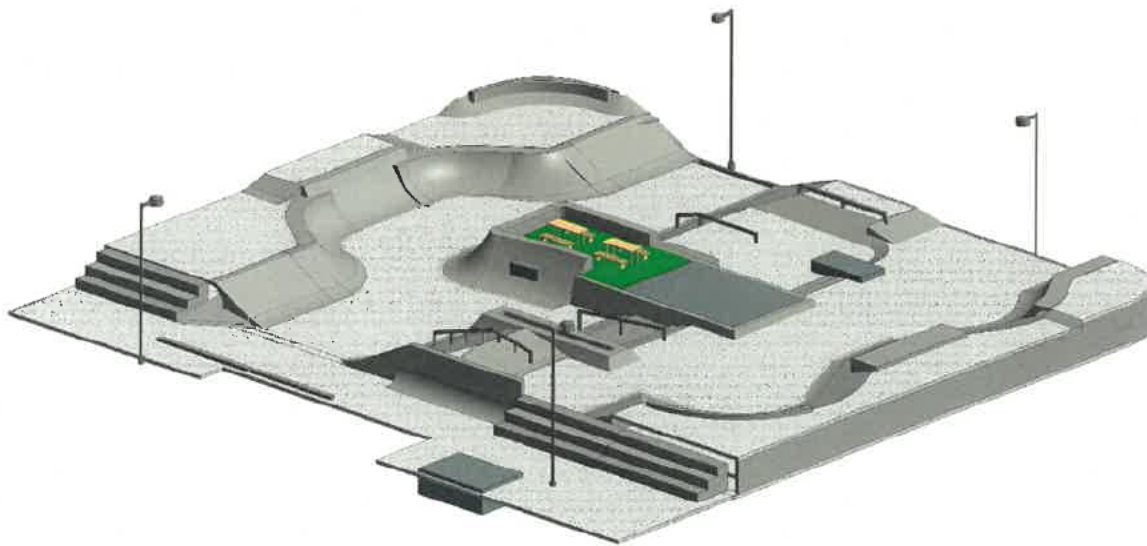
We are building and strengthening the social fabric of our community. The future belongs to our youth and we are working hard to provide them with a foundation for success.

Following are:

- GND REC phased development plan
- GND REC skatepark rendering
- GND REC skatepark current state of construction



The following is the skatepark design by Wizard Works.



The following aerial photo is the current state of construction of the skatepark and also shows the small pavilion that was installed in 2023.



AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Gary New Duluth Development Alliance - GND Rec, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/1/2024 and shall remain in effect until 9/1/2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(See attached Grant Application/Proposal)*

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$16,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Mark Boben, President, GND Development Alliance, 2630 W Superior St, Duluth, MN 55806.

10. Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

11. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

12. Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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17. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

GND Rec. FY25

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


Contractor Signature

46-5272750
SSN/Tax ID Number

5/13/24
Date


Program Director

5/13/24
Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	161	304	013
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding


Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

5/13/24
Date

GND Development Alliance – GND REC
ISD 709 Grant Application

Date of application: 16 April 2024

Grant amount requested: \$24,000

why the need exists, who it would benefit, the activities or supports that would be provided, anticipated budget, how participation would be tracked, and how you plan to report impact when the programming is completed

Propose of Grant: Funds will be used to provide summer youth programming at the GND REC located at 801-101st Avenue West, Duluth, Minnesota 55808 adjacent to Stowe Elementary School. We have contracted the Boys & Girls Club of the Northland to run our summer youth programming.

Nonprofit Organization: GND Development Alliance (GNDDA) - tax I.D. #: 46-5272750

Contact Person: Mark Boben, President, GND Development Alliance

Mailing Address: 2630 West Superior Street, Duluth, MN 55806

Phone: 218-355-1349

Email: greysolon2010@gmail.com

Website: <https://gnd.community/>

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The Need

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We will engage youth in programs that foster academic success, good character & citizenship, and a healthy lifestyle. Programming will start June 17th and run through August 30th. We will not have programming the week of the 4th of July.

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It is our intention to put together a full impact report upon the completion of the program this summer. The report is anticipated to include, but not be limited to, the following;

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- Do youth feel that the GND REC programming is a fun place to be
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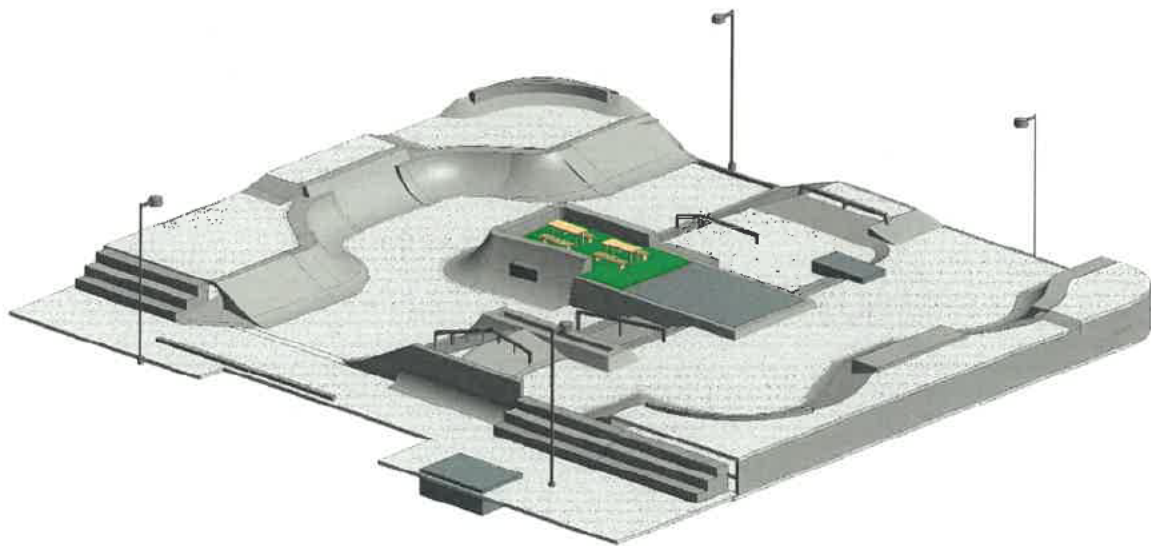
We are building and strengthening the social fabric of our community. The future belongs to our youth and we are working hard to provide them with a foundation for success.

Following are:

- GND REC phased development plan
- GND REC skatepark rendering
- GND REC skatepark current state of construction



The following is the skatepark design by Wizard Works.



The following aerial photo is the current state of construction of the skatepark and also shows the small pavilion that was installed in 2023.



AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Neighborhood Youth Services, Inc., an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 5/16/2024 and shall remain in effect until 6/30/2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(See attached Application/Proposal)*

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$30,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own

use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

8. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Business Services, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Neighborhood Youth Services, Inc., 518 N Lake Ave, Apt 2.

10. Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

11. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

12. Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

14. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

15. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

17. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature *Paul Davis* 99-2290577 SSN/Tax ID Number 05/21/2024 Date
 Program Director *Simone Zunic* *5/21/24* Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

___ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	161	304	013
XX	X	XXX	XXX	XXX	XXX	XXX

___ Check if the contract will be paid using Student Activity Funds

___ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Anthony Bort
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

5/17/24
 Date

Organization Name: Neighborhood Youth Services, Inc.

Contact Information: 518 N Lake Ave, Apt 2

Duluth, MN 55805

(609) 774-6517

duluthnys@gmail.com

Program Title: Academic and Career Support for Duluth Public Schools

Total Cost: \$210,000 (itemized in NYS ESSER Proposal Budget)

Program Start Date: May 6, 2024

Program End Date: December 31, 2024

Executive Summary

The Academic and Career Support Program will assist ISD709 students with attaining academic success, timely graduation, and promising career pathways. Neighborhood Youth Services will increase graduation rates by providing academic counseling and tutoring to students, utilizing Community Education programs to earn credits and incentivize engagement, help students develop essential skills, earn valuable certifications, and plan for post-secondary education or employment. Neighborhood Youth Services will continue to provide support and wrap-around services throughout and after each student's educational journey to ensure they have the resources and guidance that they need to become successful, involved citizens.

Program Work Plan

The Academic and Career Support Program will be carried out in several phases in order to properly account for the urgency of individual academic situations. NYS will begin by identifying up to 50 students in immediate need of academic support. Priority will be placed on students scheduled to graduate in June 2024, followed by students scheduled to graduate later in 2024. Academic support for students scheduled to graduate in the years following 2024 will be provided if there is capacity remaining within the program.

After identifying students of highest priority, NYS will arrange meetings with each and develop a plan for academic success, including regular tutoring sessions, additional credit-earning

opportunities, regular academic progress checks, and means of incentivizing student engagement. The supports and services provided to students will be tailored to each student's unique academic situation and needs. For students who qualify, NYS will facilitate enrollment in the Targeted Services program, which allows students to earn a modest stipend for the time they spend on their coursework. Academic progress checks and tutoring sessions can be offered in-school time, out-of-school time, on-site, off-site, or remotely. For students within the AEO system, NYS will remain flexible in order to best fit the schedules of each individual.

For students requiring significant credits, NYS will also explore options for earning elective credits through Community Education's Youth Service and Youth Service Learning programs. NYS staff will develop service options that connect students with enriching and engaging work in addition to fulfilling requirements for earning credit. Through partnership with a wide variety of community partners, students will connect with their community, develop valuable skills, and gain an understanding of the myriad ways to support others in their own community.

Academic support will also be available at an at-need, walk-in basis at NYS's West Duluth site located at 5808 Grand Avenue from 2:00pm to 6:00pm each weekday. Students who have not set up plans for academic success with NYS will still be able to receive support at this site, though priority will remain for students with scheduled tutoring sessions and academic progress updates.

Following the conclusion of the 2023-2024 academic year, NYS will continue to provide the programming and support detailed above. With the expected graduation of students and corresponding drop in academic support needs, NYS will turn more focus to Youth Service and Youth Service Learning projects as well as career and education exploration experiences. NYS will offer additional recreational activities at the West Duluth site and plan regular recreational field trips to increase student knowledge and engagement in the outdoors and their community. NYS will plan regular and topical educational programming for high school students throughout the summer, including, but not limited to: sexual and reproductive health, substance abuse, and mental health. These programs will implement relevant training for participants as well, covering administration of naran/naloxone, administration of first aid & CPR, and mental health response.

In preparation for the 2024-2025 academic year, NYS will develop systems and procedures for engaging in truancy interventions. Using NYS's established relationship with the Student Attendance Resource Board and Saint Louis County, NYS will combine academic support with attendance support.

NYS will foster professional relationships and mentorship with students not only through academic support and counseling, as well as providing opportunities for exploration into future career paths and post-secondary education. Career and education exploration will include trips to career fairs, universities, technical and two-year schools, and certification programs. Many excellent opportunities are available to students through Community Education's Youth Enrichment, but these classes and programs can be hard to access for students without financial means. NYS will encourage student engagement in these opportunities and will facilitate such involvement by subsidizing costs when needed. NYS will utilize its existing partnership with Duluth Workforce Development and establish a work experience program to allow students to develop relevant job skills and workplace etiquette. NYS will also assist students with resume building and work portfolio skills as these students explore career options and identify interests.

NYS will provide weekly recreational programs and activities to encourage student engagement. These activities will vary significantly depending on student interest. NYS currently operates a free weekly basketball league for kids 6-18 years of age which has been shown to be a great incentive for many students to meet engagement and education goals. In addition to these recreationally focused programs, NYS will provide youth to youth mentorship programs. These programs consist of a youth boys group, a teen boys group, a youth girls group and a teen girls group. Each group meets individually on a weekly basis and teen participants mentor youth participants in weekly activities. The groups come together once a month for a field trip chosen by the participants. By combining teen-youth mentorship with staff mentorship, participants build positive relationships with their peers and develop sense of belonging, responsibility, and influence.

NYS will work closely with the students to develop city wide events. Our hope in this is to connect families to various resources across Duluth, foster relationships that can help further them in life (educationally and career), learn to work as a team, use their minds to come up with unique gatherings that include all walks of life, as well as budgeting and scheduling the days

events. NYS believes that the skills and knowledge gained from organizing these special events will be vital to students' future. These opportunities help students build leadership as they go into the workforce and explore possibilities/fields that they may one day build entire careers in. It is also a positive experience for them to meet and network with others across the community.

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Zeitgeist Arts, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/1/2024 and shall remain in effect until 8/30/2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(See attached Application/Proposal)*

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own

use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

8. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Business Services, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Zeitgeist Arts, 222 E Superior St, Duluth MN 55802.

10. Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

11. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

12. Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

14. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

15. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

17. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK



To: Anthony Bonds, Assistant Superintendent, ISD 709
From: Zeitgeist Center for Arts and Community
Re: Summer programming for ISD 709 students
Date: 5/9/2024

Assistant Superintendent Bonds,

Thank you for the opportunity to partner with ISD 709 to provide summer enrichment programming and activities for Duluth students. Zeitgeist is proud to offer these summer classes and camps to Duluth district students and further connect Duluth children to the arts, cultural, and creative communities throughout the region. These classes are designed to help students tell their stories. Students will engage and build relationships with artists and performers in ways that will connect them to opportunities for years to come, and offer fun, educational, and enriching experiences.

Registration processes, class costs, and the classes themselves have been designed to maximize accessibility. An outreach and marketing support partnership with ISD 709 can help ensure all students are offered the class opportunities.

Below you will see a list of summer programming options Zeitgeist can offer Duluth district students. Each class/camp proposal will include a description of the programming, the dates it will be offered, the appropriate grade range for the programming, the location of the programming, estimated programming cost, and other details pertinent to understanding Zeitgeist's offering.

You'll notice some of the programming culminates in August. Zeitgeist can payout those expenses and invoice for their reimbursement prior to the end of July.

The maximum estimated cost for this proposal is up to \$40,197. The costs were determined by assessing the expenses associated with the proposed programming. Certain expenses won't be known until programming plans and attendance numbers are finalized, therefore it's likely the final expenses will come in lower than the amount listed. If you'd like a more detailed description of program costs, we can share a budget breakdown with you.

Please don't hesitate to contact us with any questions or suggestions.

Summer Filmmaking Workshop & Exhibition - Video Production Filmmaking

Dates/Times: July 22 - 26

Location(s): Denfeld High School, Zeitgeist Media Lab, Zinema

Available To: All ISD 709 grade 9-12 students*. Enrollment up to 14 participants.

Description: This workshop focuses on preproduction and production for a short film. Students will work as a team to learn how to tell a story with essential film equipment, including camera, audio, and lighting. Students will fill production roles, set up a plan, and turn the plan into action. Students

can expect a lot of hands-on experience and the opportunity to use their creativity! The workshop runs from 12:30 pm - 3:30 pm. Workshop will be held at Denfeld Monday through Thursday, and at Zeitgeist on Friday to work on editing the footage in our MN Media Arts lab using industry standard programs. The student projects will be presented at a student film showing at the Zinema movie theater at the Zeitgeist Arts Building. Family and Friends invited! *This workshop is designed in partnership with Anne Parish's Summer DASH program to reach students attending Summer School at Denfeld and to be particularly accessible for students who are looking for **Attendance Recovery Credits**.

Instructors: Matt Dressel or MMAS approved instructor

Estimated Cost: \$6,825

Accessibility Accommodations:

- Transportation: Both Denfeld and Zeitgeist are located on major DTA routes. DTA bus passes provided upon request.
- Registration: Registration available at zeitgeistarts.com as well as through the DASH program website for 709 students to register for free. Or students/parents can call or email our registration coordinator for assistance.
- Meals: Hot lunch included with registration provided by Denfeld.

A Midsummer Night's Dream Teen Acting Camp & Performances

Dates/Times: August 5th-9th & 12th-18th / 9:00am - 3:00pm camp, plus 3 evening performances at Hartley

Location: Zeitgeist Arts Building and Hartley Nature Center

Available To: Grades 6th - 12th. Enrollment up to 25 students.

Description: A cast of kids and local Duluth artists will tell the Shakespeare favorite for summer audiences in a one-of-a-kind theatrical experience: in the woods...with fairies. The first week will be spent on the Zeitgeist Teatro stage learning about the fundamentals of theater. Week 1 ends by casting the show through an audition process where every student in the camp will win a role in the show! The second week we'll be in full rehearsal mode and move to Hartley where we'll spend the week rehearsing for our own production and three-day, weekend run of Midsummer. Students will learn audition techniques, intro to backstage and the booth, acting for beginners, Shakespeare workshops, intro to playwriting, building confidence and building characters, rehearsal process, and PERFORMANCE! Plus, a guaranteed role in our Zeitgeist Theater's production of A Midsummer Night's Dream: at Hartley Nature Center.

Instructors: Mary Fox and Cheryl Skafte

Estimated Cost: \$21,038

Accessibility Accommodations:

- Transportation: Zeitgeist and Hartley are located on DTA routes. DTA bus passes provided upon request.
- Registration: Registration available through Zeitgeist website or by calling/emailing Zeitgeist's central registration line/email.
- Meals: Lunches will be provided.

Improv Summer Camp and Performance

Dates/Times: July 8th-12th / 10:00am - 3:00pm, Showcase on Friday, July 12th at 4pm

Location: Zeitgeist Arts Building

Available To: Grades 7th - 12th. Enrollment up to 17 students.

Description: In this week-long intensive, participants will learn and sharpen skills of improvisation in performance. Sharpening your improvisation skills can help you become more comfortable interacting in social settings, give you a valuable tool for becoming a stronger actor, and of course prepare you to be a comedic improviser. At the end of the week, participants will be featured in a public showcase on Zeitgeist's Teatro stage. Learn the art of "Yes, and...", characterization, physical acting, the mechanics of improv performance, "playing the game", being a generous scene partner, and much more.

Instructors: Members of Zeitgeist's Renegade Improv Team

Estimated Cost: \$5,060

Accessibility Accommodations:

- Transportation: Zeitgeist is located on a major DTA route. DTA bus passes provided upon request.
- Registration: Registration available through Zeitgeist website or by calling/emailing Zeitgeist's central registration line/email.
- Meals: Lunches will be provided.

Acting for Film Summer Camp

Dates/Times: July 15 - 19. See time blocks below in the camp description.

Location: Zeitgeist Arts Building

Available To: Grades 4th - 12th (Students split into age groups 10-12 & 13-17). Enrollment for each block up to 20 students.

Description: The Acting for Film camp provides young actors with training in acting and film fundamentals both script and improvisation, audition with professionalism, voice, movement, auditions, collaboration in an ensemble and confidence building skills.

The week will include foundational techniques for embodying characters and conveying emotions authentically on stage and in front of a camera. Through exercises in voice, movement, and improvisation, they learn to express themselves confidently and connect with audiences. The week will culminate in a showcase for students to show their work on Friday at 5:30PM.

AM Block 9:00 am - 12:30 pm, Middle School Students

PM Block 1:30 pm - 5:00 pm, High School Students

Instructors: Mandi Bedbury, Lily Rains, & Erin Roberts

Estimated Cost: \$7,274

Accessibility Accommodations:

- Transportation: Zeitgeist is located on a major DTA route. DTA bus passes provided upon request.
- Registration: Registration available through Zeitgeist website or by calling/emailing Zeitgeist's central registration line/email.
- Meals: Lunches could be facilitated for this program as well but that expense isn't included in the budget. If food service is preferred, we can add that in.

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Men as Peacemakers, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1st, 2024 and shall remain in effect until June 30, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will lead MEGA Group meetings onsite at Lincoln Park Middle School and Myers-Wilkins, Piedmont and Laura MacArthur Elementary Schools. The purpose of this group is to build social-emotional skills, conflict resolution and leadership skills. Groups will happen once a week and will occur over lunch and/or recess periods. The Contractor agrees to obtain parental permission for those students who wish to participate. The District agrees to provide a room/space as needed.

Contractor will lead Girls Restorative Group meetings onsite at Lincoln Park Middle School and Denfeld High School, Myers-Wilkins, Piedmont, & Laura MacArthur. The purpose of the group is to create inclusive and safe places where girls develop authentic, supportive relationships, and social emotional skills by changing the narrative of what it means to be a black and brown girl. This program gives youth the tools and inspiration to have power over their own lives by experiencing leadership within their community.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** There is no cost to the student for the services. The District will contribute 114 total of \$8,000 for the Contractor's services.

5. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

6. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

7. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jacob Laurent, 709 Portia Johnson Dr, Duluth, MN 55811

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Men as Peacemakers, Attn: Jessica Smith, 123 W Superior St, Duluth, MN 55802.

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

11. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

12. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

13. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

14. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

15. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

16. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


Contractor Signature

41-1841689
SSN/Tax ID Number

5-28-24
Date


Program Director

5/28/24
Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

¹¹⁶
This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

XXX Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	030	000	305	042
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding



 Executive Dir. of Finance & Business Services

5/31/24
 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and First Witness Child Advocacy Center, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2024 and shall remain in effect until June 30th, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** FirstWitness will provide Child Sexual Abuse Prevention information to both teachers/staff, parents and children of Duluth Public School elementary sites upon request.
3. **Background Check.** Not applicable

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\$5,000.00 (five thousand dollars and no cents)** in total in supporting up to 5 elementaries per year. This includes classroom instruction to all general education classes, 1 parent/caregiver training meeting, 1 staff training meeting per site, and 1 social worker training district wide.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jacob Laurent, 709 Portia Johnson Dr, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to First Witness, 1402 E 2nd St, Duluth, MN 55805

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

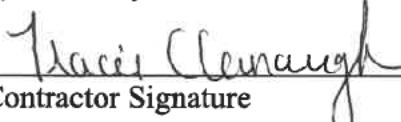
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.


18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


 Contractor Signature

41-1737291
 SSN/Tax ID Number

May 23, 2024
 Date


 Program Director

5/23/2024
 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

XXX Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	030	000	305	042
XX	X	XXX	XXX	XXX	XXX	XXX

___ Check if the contract will be paid using Student Activity Funds

___ Check if the contract is a no-cost contract such as a Memorandum of Understanding


 Executive Dir. of Finance & Business Services

5/31/24
 Date



AMENDMENT ONE

This Amendment ("Amendment One"), between Teachers On Call, a Kelly® Education Company ("TOC"), with its principal offices located at 3001 Metro Drive, Suite 200, Bloomington, MN 55425, and Duluth Public Schools ("Customer"), is for the purpose of extending and amending the term of their Agreement.

RECITALS

- A. TOC and Customer entered into an Agreement ("Agreement"), beginning July 20, 2022.
- B. The term of the Agreement expires on June 30, 2024.
- C. TOC and Customer wish to modify the Agreement to extend the term of the Agreement, as set forth below.

AGREEMENT

TOC and Customer therefore agree as follows:

- 1. **Extension of Term.** The term of the Agreement is extended until June 30, 2026, unless terminated earlier, as set forth in the Agreement.
- 2. **Pricing.** Administrative markup of 31% (previously at 30%).
- 3. **Miscellaneous.** This Amendment will become effective when both parties have signed it. The date on which the last party has signed this Amendment (as indicated by the date associated with that party's signature) will be deemed the date of this Amendment. TOC and Customer restate all other provisions of the Agreement and agree that all such provisions remain in effect.

Teachers On Call, a Kelly® Education Company

Signature: _____

Name: _____

Title: _____

Date: _____

Duluth Public Schools

Signature: John Maggs

Name: John Maggs

Title: Superintendent

Date: 5/28/24

To: Bryan Brown
Brett Mensing
Independent School District #709 | Duluth Public Schools

From: Taylor Dickinson, CSP
Virginia & Brainerd Regional Manager
Institute for Environmental Assessment, Inc.

Date: May 23, 2024

RE: EH&S Contract Update
IEA #202311091



Providing Trusted
Health and Safety Solutions

This memo is to outline an update on work billed, current work in progress during the May billing cycle, and upcoming projects to be completed under the current contract prior to July 1.

The environmental, health, and safety (EH&S) contract between Independent School District #709 and the Institute for Environmental Assessment, Inc. (IEA), has an original budget of \$80,000.

Due to the uncovering of asbestos during work that occurred at the old Duluth News Tribune (DNT) Building, IEA rendered an extensive number of services, solely focused on serving the asbestos emergency at the building. The work included an inspection (bulk material sampling, lead-based paint, and air sampling), coordination of the cleanup and abatement, and air monitoring during the abatement process.

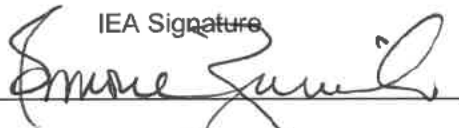
Through April 30, 2024, IEA has billed \$66,961.76 to the EHS contract under the traditional scope, with an unbilled total of \$8,423.59 through May 17, 2024, totaling \$75,385.35.

Through April 30, 2024, IEA has billed \$36,378.92 on the DNT Building project, with an unbilled total of \$23,447.03 through May 17, 2024, totaling \$59,825.95.

Should the DNT Building have not occurred, IEA would currently be on budget at this time.

IEA has the following projects planned for additional work and anticipates needing an additional \$26,000 to continue services until July 1, 2024.

- Complete air monitoring and final report for work completed at the DNT Building
- Complete the emergency response plan and start the implementation phase of the plan
- Continue work on improving written EHS programs, including necessary site assessments and assisting with training

IEA Signature


ISD #709 Signature

Date
5/31/24

Date

INSTITUTE FOR ENVIRONMENTAL ASSESSMENT, INC.
www.ieasafety.com

BROOKLYN PARK
9201 West Broadway, #600
Brooklyn, MN 55445
763-315-7900
FAX 763-315-7920
800-233-9513

MANKATO
610 North Riverfront Drive
Mankato, MN 56001
507-345-8818
FAX 507-345-5301
800-233-9513

ROCHESTER
210 Woodlake Drive SE
Rochester, MN 55904
507-281-6664
FAX 507-281-6695
800-233-9513

BRAINERD
601 NW 5th Street Suite #4
Brainerd, MN 56401
218-454-0703
FAX 763-315-7920
800-233-9513

MARSHALL
1420 East College Drive
Marshall, MN 56258
507-476-3599
FAX 507-537-6985
800-233-9513

VIRGINIA
5525 Emerald Avenue
Mountain Iron, MN 55768
218-410-9521
FAX 763-315-7920
800-233-9513

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Stella Maris Academy, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 10, 2023 and shall remain in effect until November 27, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Paraprofessional coverage while a district employee is on a leave of absence.

3. **Background Check.**

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$14.18 hourly and \$ 248.15 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 4321 Allendale Avenue, Duluth, MN 55803.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

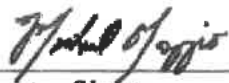
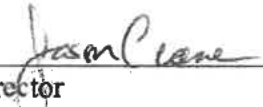
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

	26-2609501	5/31/2024
Contractor Signature	SSN/Tax ID Number	Date
		5/31/24
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	412	740	161	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

	5/31/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

Name	Date	Hours
Matthews Sub	10/27/23	7.5
Matthews Sub	10/26/23	2.5
Matthews Sub	10/31/23	2.5
Matthews Sub	11/8/23	2.5
Matthews Sub	11/19/24	2.5

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Marshall School, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 21, 2024 and shall remain in effect until June 4, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Non-public Nursing Services by a Licensed School Nurse

3. **Background Check.**

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$34,000.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 1215 Rice Lake Road, Duluth, MN 55811

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

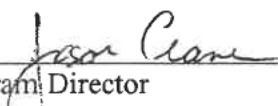
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature	SSN/Tax ID Number	Date
		5/31/24
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	002	590	350	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

	6/4/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and **Aya Kawaguchi Nakajima** , an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: Aya has agreed to attend ECFE's 50th Anniversary Saturday May 18, 2024 from 9:30-12:00. She has prepared an art activity to engage children and families that will be attending the event. Materials have been purchased based on her project requests. She will have assistance from volunteers to set up and clean up the project after. She is able to communicate via email.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 25, 2024 and shall remain in effect until May 18, 2024 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** **Aya** will prepare a supply list and activity to implement at Early Childhood Family Education's 50th Anniversary Event at Chester Bowl on Saturday May 18 from 9:30 am to 12:00 pm. She will be present to teach and talk with families and engage in the activity.

3. **Background Check.** *(applies to contractors working independent with students)*

Aya will not be working independently with students.

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$100 hourly and \$250 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Sharie Belvins, 709 Portia Johnson Drive, Duluth, MN 55811.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Ryan Clark an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 12, 2024 and shall remain in effect until May 29, 2024 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will be teaching and helping Oshki-inwewin students make and learn about traditional Fry Bread.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to \$150.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Ryan Clark 706 West 2nd Street #3 Duluth, MN 55806.

11. **Assignment.** The Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:



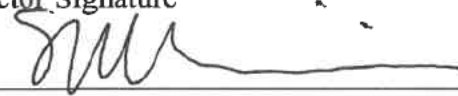
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.



04/30/24
 Contractor Signature SSN/Tax ID Number Date

 Program Director 5.3.24
Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	503	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 5/17/24
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Jeffery Olson an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 9, 2024 and shall remain in effect until May 10, 2024 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will be face painting at the Head Start Policy Council event on May 9th at the Great Lakes Aquarium.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Jeffery Olson 2810 W 2nd Street Duluth, MN 55806.

11. **Assignment.** The Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:



Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


88-4369836
5-1-24
 Contractor Signature SSN/Tax ID Number Date

5-3-24
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	503	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding


5/17/24
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Jamar Kirk an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 9, 2024 and shall remain in effect until May 9, 2024 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will set up a 360 social photo booth for the Head Start event at the Great Lakes Aquarium. The event will take place on May 9th 5:30-7:45pm.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to \$150.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Jamar Kirk 205 N 29th Ave West Duluth, MN 55806.

11. **Assignment.** The Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

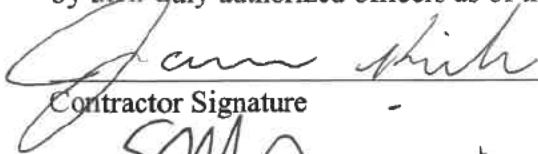
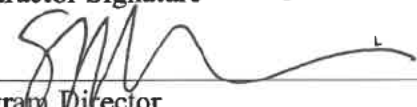
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


 Contractor Signature _____ SSN/Tax ID Number _____ 5-6-24
 Date

 Program Director _____ 5-14-24
 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	285	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ 5/17/24
 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Jeremy Wilson an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 29, 2024 and shall remain in effect until May 29, 2024 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will be bringing a drum, teaching Powwow dances, and performing for the May 29, 2024 Oshki-inwewin end-of-the-year event at Lowell Elementary.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to \$150.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Jeremy Wilson 111 Morley Parkway Duluth, MN 55803.

11. **Assignment.** The Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:



Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


 Contractor Signature _____ SSN/Tax ID Number _____ Date 05.07.24

 Program Director _____ Date 5.3.24

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

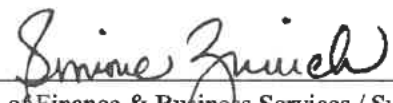
Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	503	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 5/17/24

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Howes, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 04/01/2024 and shall remain in effect until 04/01/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 5,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jennifer Garbow, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Thomas Howes, 11609 Perch Lake Dr, Duluth, MN, 55808.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:


Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


 Contractor Signature _____ SSN/Tax ID Number _____ Date 4/29/24


 Program Director _____ Date 4/25/24

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

- This contract is funded by either:**
1. The following budget (include full 18 digit code); or
 2. will be paid using Student Activity Funds; or
 3. is no cost contract (e.g. Memorandum of Understanding).


Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 5/15/24

BARR SECONDARY SCHOOL THRIVE SUBSCRIPTION AGREEMENT

THIS BARR SECONDARY SCHOOL THRIVE SUBSCRIPTION AGREEMENT (“Agreement”) is made and entered into as of **May 21, 2024**, by and between The BARR Center, a Minnesota nonprofit corporation, with an address of 5115 Excelsior Blvd., #476, St. Louis Park, MN 55416 (“BARR Center”) **ISD 709 Duluth Public Schools**, a district, with an address of **709 Portia Johnson Dr., Duluth, MN 55811** (“CLIENT”).

RECITALS

- A. BARR Center offers and makes available to secondary schools Thrive subscription(s) for the implementation of the Building Assets, Reducing Risks (BARR) Secondary Model (as more fully described on Exhibit A attached hereto).
- B. CLIENT wishes to purchase from BARR Center a Thrive subscription(s) to the BARR Secondary Model, for implementation, at CLIENT’s school facility at **Denfeld High School, 401 N 44th Ave W, Duluth, MN 55807** (“Facility” herein).

IN CONSIDERATION of the mutual promises and agreements set forth below, BARR Center and CLIENT agree as follows:

1. Subscription. CLIENT hereby purchases Thrive subscription(s) to the BARR Secondary Model (“BARR Model”) on the terms set forth herein and on Exhibit A attached hereto (“Subscription” or “Subscriptions(s)”). BARR Center shall perform the services (“Services”) and provide BARR Implementation Resources (“BARR Implementation Resources”) identified on Exhibit A in connection with the Subscription(s) and the implementation of the BARR Model for CLIENT, in accordance with the specifications and schedule set forth on Exhibit A. BARR Center may engage subcontractors to perform certain of the Services in connection with the implementation of the BARR Model under the Subscription, as determined by BARR Center

2. Printed Copies and Electronic Access to BARR Implementation Resources. The Subscription includes the provision of printed copies as set forth in Exhibit A. The Subscription also provides CLIENT with electronic access to the BARR Secondary Implementation Resources (“BARR Implementation Resources”) through an on-demand platform (the “On Demand Platform”).

BARR contracts with the publisher of BARR materials (Hazelden Betty Ford Foundation) to provide the On Demand Platform. BARR Center hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT (“Authorized Users”) a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Implementation Resources through the On Demand Platform. CLIENT agrees to abide by the Terms of Use for the On Demand Platform as set forth in Exhibit B.

CLIENT acknowledges and agrees that BARR Implementation Resources, whether obtained in printed form, or accessed, viewed, and printed via the On Demand Platform, are to be considered confidential and proprietary materials, subject to copyright protection and shall be used solely for CLIENT's own internal use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Implementation Resources for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide, share, or otherwise transfer the BARR Implementation Resources or any rights granted under this Agreement to any other persons or entities.
- iii. CLIENT and its Authorized Users will not alter, modify, repackage, or adapt the BARR Implementation Resources for any purpose; or use the BARR Implementation Resources for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Implementation Resources, or bulk reproduction or distribution of the BARR Implementation Resources in any form.

CLIENT and its Authorized Users will be given access to the BARR Implementation Resources through the On Demand Platform by a registration/redemption code that will allow each Authorized User to create their own account. Ongoing access method will be managed by each Authorized User logging in with a protected password that is created by each Authorized User. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Implementation Resources. CLIENT cannot reassign the Subscription for a Facility to another facility or school and will instead be required to purchase an additional Subscription for any such other facility or school. CLIENT and its Authorized Users may access the BARR Implementation Resources through the On Demand Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of BARR.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Implementation Resources, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Implementation Resources from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view, and print the BARR Implementation Resources solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections attendant to the BARR Implementation Resources, and will not access, copy, distribute, display or otherwise use the BARR Implementation Resources other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Implementation Resources from all local networks, computers

or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Implementation Resources, in whole or in part; and (iv) not alter or modify the BARR Implementation Resources.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Implementation Resources by an Authorized User in violation of this Section 2. CLIENT shall notify BARR immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources, and will provide such assistance as may be requested by BARR Center to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources. An unauthorized use of the Implementation Resources shall be considered a material breach of this Agreement, and CLIENT shall be liable for any damages, costs or expenses incurred by BARR in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources and in enforcing its rights under this Agreement, including reasonable attorney's fees expended by BARR. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, BARR Center shall have the right to suspend access to the BARR Implementation Resources through the On Demand Platform for any or all Authorized Users until such breach has been cured.

BARR Center represents and warrants that it has an exclusive license to make available BARR copyrighted Implementation Resources and that the use of the BARR Implementation Resources by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. BARR Center does not make any other representations or warranties with respect to the BARR Implementation Resources or their use.

3. Subscription Fee. The fee for the Subscription(s) purchased by CLIENT ("Subscription Fee") is set forth on Exhibit C attached hereto. BARR Center or the Hazelden Betty Ford Foundation, DBA Hazelden Publishing, as a third-party vendor for the BARR Center will issue invoices for payment of installments of the Subscription Fee annually and CLIENT shall pay each invoice within thirty (30) days after receipt. Failure to pay the subscription fee as required under this Agreement may be considered a material breach of this Agreement and the BARR Center may suspend, delay, or refuse to provide CLIENT with Implementation Resources for any such breach.

4. Ownership. BARR Center or its licensors will be and remain the owner of the copyright in and to the BARR Implementation Resources. CLIENT acknowledges that the BARR Implementation Resources and any intellectual property or materials created in the performance of the Agreement are protected by copyright, and CLIENT shall not reproduce, distribute, or display any of the BARR Implementation Resources in any format or media other than as expressly authorized by BARR Center.

5. No Payment. No payment or other consideration was provided by BARR Center to CLIENT or any officer or other authorized party of CLIENT to induce CLIENT to enter into this Agreement.

6. **Insurance.** At all times during the term of this Agreement, BARR Center will keep in force:

- i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate.
- ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than \$1,000,000 per incident.

The above insurance policies are issued by an insurance company authorized to do business in the State of Minnesota.

7. **Data; Survey Results.** CLIENT acknowledges and agrees that BARR Center may collect data for the purpose of measuring the success of the BARR Model and for research purposes. CLIENT also acknowledges and agrees that BARR Center or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) BARR Center agrees it will not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate, unless written permission is provided by CLIENT .

8. **Records of Students of CLIENT.** Student educational records for students of CLIENT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). CLIENT will not provide any student educational records to BARR.

9. **Record Retention and Audits.** BARR Center will retain all records relating to the Services performed for CLIENT under CLIENT's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from CLIENT at any time during such three (3) year period, BARR Center shall make available any such records for inspection, audit and copying by CLIENT and its designated agents and representatives.

10. **E Verify.** BARR Center warrants that it will comply fully with all applicable federal immigration laws and regulations that relate to their respective employees assigned to perform Services, including verification of employee eligibility through the e-verify program.

11. **Nondiscrimination.** BARR Center will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit

discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

12. Background Checks. BARR Center will require their respective employees assigned to perform Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of CLIENT. BARR Center will obtain and provide background checks, including, without limitation, reference checks, screening, and fingerprinting, for each employee assigned to perform Services. If any employee assigned by BARR Center is unacceptable to CLIENT, BARR Center will take appropriate corrective action, including but not limited to replacement of that employee with another employee who is acceptable to CLIENT.

13. Limitations on Liability. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Term. The term of this Agreement and the Subscription purchased by CLIENT is set forth in Exhibit C attached hereto.

15. Termination. Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within sixty (60) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, BARR will immediately cease and direct any subcontractor of BARR to cease performance of all services hereunder. In the event of the termination of this Agreement for any reason, CLIENT shall pay BARR Center, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by BARR Center, BARR Center agrees to refund to CLIENT that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

16. Independent Contractor. Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between BARR Center and CLIENT. BARR shall be deemed to be at all times an independent contractor of CLIENT. BARR Center shall be solely responsible for all compensation and benefits to be provided to their respective employees and for the withholding, deposit and payment of all applicable income, FICA, FUTA and other taxes due with respect to compensation paid to those employees. BARR Center shall not at any time represent that it is any employee of CLIENT or that it is authorized to act on behalf of CLIENT. BARR Center will be solely responsible for the withholding and deposit of all applicable income, FICA, FUTA and other taxes due with respect to all compensation paid to BARR Center hereunder and for obtaining and maintaining any worker's compensation or other insurance as required by law.

17. Advertising: Use of Name. Unless this Agreement is terminated by CLIENT for an uncured breach by BARR Center, BARR Center and its subcontractors and agents may refer to CLIENT as a client of BARR Center and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use BARR Center corporate name the "BARR" name, or any derivations thereof, copyrights,

logos, slogans, or other intellectual property, or to represent any ownership or joint venture with BARR Center.

18. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

19. Legal Notices. All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

BARR Center: General Counsel
The BARR Center
5115 Excelsior Blvd., #476
St. Louis Park, MN 55416

If to CLIENT:

Name/Title: Jennifer Wellnitz, BARR Coordinator, Denfield High School
Address: 401 N 44th Ave W, Duluth, MN 55807
Email: jennifer.wellnitz@isd709.org
Phone: (218) 428-7438

Notices, given under this Section shall be deemed given when received, for notices delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

20. CLIENT Contact. CLIENTS business office contact (for invoices and other communications relating to the Subscription Fee and processing for and payment of the Subscription Fee):

Name/Title: Sheila Stevens, Finance Manager
Address: Duluth Public Schools, 709 Portia Johnson Dr., Duluth, MN 55811
Email: ap.vendor@isd709.org
Phone: (218) 336-8716, ext. 1079
PO Number:

Invoices and any other communications given under this Section shall be deemed given when received, delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

21. Assignment. Neither party may assign this Agreement or any rights, obligations, or duties hereunder without the prior written consent of the other party, except that BARR at its discretion may assign this Agreement in its entirety to any parent, subsidiary, successor or related entity. **Waiver.** The failure or delay of either party in enforcing any term or requiring any payment or performance hereunder shall not

constitute a waiver of such term or requirement.


22. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

23. Governing Law. This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

24. Survival. All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Agreement.

IN WITNESS WHEREOF, BARR Center and CLIENT have entered into this Agreement as of the date first above written.

THE BARR CENTER

DocuSigned by:

 0E1A05E00000400
 Name: Rob Metz Date: 05/22/2024
 Title: Deputy Director- BARR Center

CLIENT



 Name: Simone Zucchi Date: 5/22/24
 Title: Executive Director of Business Services

EXHIBIT A

BARR THRIVE for Secondary Model Tier 2 Implementation Resources and Services Provided

- Coaching:
 - Two (2) on-site coaching visits with follow-up reports
 - Bi-Weekly virtual coaching calls with school's BARR Coordinator
 - 24/7 access to BARR Coach
- Training: Five (5) registrations to attend a virtual New Team Member Training
- Annual Report
 - Annual implementation summary
 - Report on student outcomes
 - Annual survey of teacher perceptions
 - Annual survey of student perceptions
- BARR Network Membership Benefits, including:
 - BARR Coordinators' Professional Learning Community peer-sharing webinars
 - BARR Administrators' Professional Learning Community peer-sharing webinars
 - BARR member rate for National Conference registration
- Access to BARR Basecamp online resource portal:
 - BARR Secondary Model Implementation Manual
 - I-Time Curriculum, Volumes 1-3
 - Tools including guidelines, templates, videos, agendas, rubrics, and forms
- Accreditation and School of Excellence eligibility

EXHIBIT B

Terms of Use for On Demand Platform

BARR Center contracts with HAZELDEN BETTY FORD FOUNDATION, d/b/a Hazelden Publishing, (“Hazelden Betty Ford”) to provide the On Demand Platform referenced in Section 2 of the Thrive Subscription Agreement for accessing, viewing and printing BARR Implementation Resources. The BARR Center and Hazelden Betty Ford grant to CLIENT and its faculty and staff members located at the facility designated by CLIENT in its Subscription (“Authorized Users”) a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Materials through the Hazelden On Demand (HOD) Platform, solely for their own use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Materials for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the BARR Materials or any rights granted under this Agreement to any other persons or entities.
- iii. CLIENT and its Authorized Users will not alter, modify, repackage or adapt the BARR Materials for any purpose; or use the BARR Materials for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Materials, or bulk reproduction or distribution of the BARR Materials in any form.

CLIENT and its Authorized Users will be given access to the BARR Materials through the HOD Platform using one of the following methods, with the method or methods of access to be selected by CLIENT: (i) through protected passwords assigned by HAZELDEN BETTY FORD; (ii) by providing HAZELDEN BETTY FORD with CLIENT's IP addresses, which will be a range or range of IP addresses that will be allowed access; or (iii) by providing HAZELDEN BETTY FORD with a password protected referral URL that will link to the HOD Platform and that will be posted in a private location. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Materials. CLIENT cannot reassign the Subscription for a Facility to another facility and will instead be required to purchase an additional Subscription for any such other facility. CLIENT and its Authorized Users may access the BARR Materials through the HOD Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of HAZELDEN BETTY FORD.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Materials, including, but not limited to, protection of user-specific access codes, protection of Web-based

platform access, and prompt removal and destruction of all copies of the BARR Materials from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view and print the BARR Materials solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections, and will not access, copy, distribute, display or otherwise use the BARR Materials other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Materials from all local networks, computers or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Materials, in whole or in part; and (iv) not alter or modify the BARR Materials.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any of these Term of Use or for any reproduction, distribution, display or other use of the BARR Materials by an Authorized User in violation of these Terms of Use. CLIENT shall notify HAZELDEN BETTY FORD immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Materials, and will provide such assistance as may be requested by HAZELDEN BETTY FORD to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials. CLIENT shall also be liable for any damages, costs or expenses incurred by HAZELDEN BETTY FORD in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials and in enforcing its rights under this Agreement. In the event of the breach of any of these Terms of Use by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, HAZELDEN BETTY FORD shall have the right to suspend access to the BARR Materials through the HOD Platform for any or all Authorized Users until such breach has been cured.

HAZELDEN BETTY FORD represents and warrants that it or its licensor is the owner of the copyright in the BARR Materials and that the use of the BARR Materials by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. Hazelden does not make any other representations or warranties with respect to the BARR Materials or their use.

EXHIBIT C

Thrive term of liability for single school

School year: July 1, 2024– June 30, 2025

Subscription Fee Breakdown

Description of Service	Price/school
BARR Year 4+ Services	\$30,000
BARR Service Delivery Fee	\$5,000
Total Cost	\$35,000

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and ERIN MUHS, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: (insert here or attach as appropriate)

1. Dates of Service. This Agreement shall be deemed to be effective as of 3/1/24 and shall remain in effect until 4/27/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance. Costume design - Dentel HS (insert or attach a list of programs/services to be performed by contractor)

3. Background Check. (applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ *1000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: _____, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:



Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


 Contractor Signature _____ SSN/Tax ID Number _____ Date 3/1/24

 Program Director _____ Date 4/30/24

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 5/16/24

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of Feb, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Ayla Bjerke, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Feb and shall remain in effect until May, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
Arts Director - Drama - Denfeld HS

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 400 hourly and \$ 1000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: _____, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
1285 62nd Ave. W Duluth MN 55807

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:


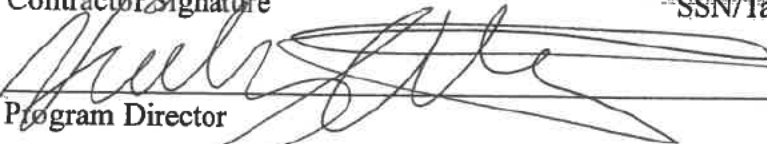
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


 Contractor Signature _____ SSN/Tax ID Number _____ Date 3/5/2024

 Program Director _____ Date 3/5/2024

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 5/16/24

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of Feb, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Keely Waechter, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Feb 2024 and shall remain in effect until May 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)* Drama Event - Rented HS

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 1000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: _____, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

1718 E 7th St Duluth MN 55817

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:


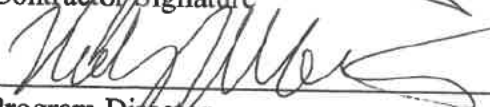
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


 Contractor Signature _____ SSN/Tax ID Number _____ Date 5/3/2024

 Program Director _____ Date 5/3/2024

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

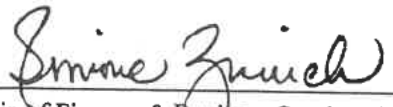
Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 5/16/24

AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and ___Tom Wegren___, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of ___5/17/2024___ and shall remain in effect until ___5/18/2024___, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
Piano accompanist - Congdon

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$250.00___ in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: ___ A/P _____, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _____ 102 W. Lewis St, Duluth, MN 55803 .

11. Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

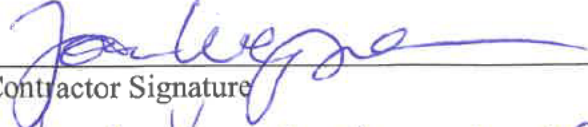
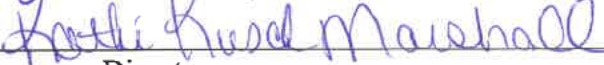
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


 Contractor Signature _____ SSN/Tax ID Number _____ Date 5/17/24

 Program Director _____ Date 5/20/24

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	435	050	000	401	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 5/23/24



WOLF RIDGESM

ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Paul Davis	paul.davis@isd709.org
Lester Park School 5300 Glenwood Street, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
Deposit: You have made a reservation to stay for March 19, 2025 - March 21, 2025 with 125 participants. To hold your reservation we require a deposit of \$1,875.00. This contract is valid for 30 days after receipt.	
Cancellation Policy: Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.	

By signing below, I agree to the terms listed above:

Printed Name: <i>Simone Zunic</i>	Title: <i>Exec. Dir. Business Services</i>	
Signed Name: <i>Simone Zunic</i>	Date: <i>5/16/24</i>	
Billing Contact: <i>Accounts Payable</i>	Billing Address: <i>709 Portia Johnson Drive Duluth MN 55811</i>	
Billing email address: <i>ap.vendor@isd709.org</i>		
Cardholders Name: <input type="checkbox"/> same as billing contact	Cardholders address: <input type="checkbox"/> same as billing address	
Credit Card #	Exp Date:	CVV:
If unable to pay at this time, when can we expect your deposit?		

Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762

**No Cost Contracts Signed
May 2024**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	Contract Source	Description
University of Wisconsin-River Falls	Special Services	Student teaching opportunity for UW-River Falls student
Duluth Children's Museum	ECFE	ECFE staff will gather with pregnant and parenting teens and families weekly throughout the school year to offer ECFE information, resources and support

STUDENT AFFILIATION AGREEMENT

SECTION 1. AGREEMENT

1.1. Parties. This Agreement is between both of the following:

1.1.1. The University. BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, doing business as the University of Wisconsin-River Falls, (the "University")

1.1.2. The Facility. Duluth Public Schools-ISD 709 (the "Facility").

1.2. Recitals. In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below by which any and all schools or colleges of the University may enter into a field or clinical education placement program with the Facility (a "Program").

SECTION 2. TERM OF AGREEMENT.

2.1. Term & Renewal. This agreement shall become effective on 6/1/24 and shall automatically renew on an annual basis unless terminated as provided by this agreement.

2.2. Termination. This agreement may be terminated solely by written notice, no later than one month in advance of the annual renewal, by either party to the designated agent of the other.

SECTION 3. PROGRAM MEMORANDUM.

3.1. School or College. For the purposes of this agreement, a "School or College" shall mean any school or college of the University wishing to participate in a Program with the Facility.

3.2. Proposal. The School or College will annually provide the Facility with a "Program Memorandum," which will include the following:

3.2.1. A discussion of program concepts.

3.2.2. The controls which the University and the Facility may exercise or are required to exercise.

3.2.3. The rights of the Facility to send representatives to review the University's program.

3.2.4. The following information about the students to be assigned under the Program Memorandum:

3.2.4.1. The number.

3.2.4.2. The qualifications, academic and otherwise.

3.2.4.3. The schedules of those students.

3.2.5. Any other matters pertaining to the specific program proposed by the School or College.

STUDENT AFFILIATION AGREEMENT

3.3. Review.

3.3.1. Facility. The Facility will review any Program Memorandum concerning any Program which is submitted by the School or College.

3.3.2. Notice. Upon review, the Facility will promptly notify the School or College of its acceptance or rejection of the Program Memorandum or any proposed revisions thereto.

3.3.3. University. Upon review, the School or College will promptly notify the Facility of its acceptance or rejection of the proposed revisions.

3.3.4. Withholding Acceptance. The University and the Facility will not unreasonably withhold their acceptance of the Program Memorandum or any proposed revisions thereto.

3.4. Accepted Program Memoranda.

3.4.1. Incorporation. Upon acceptance of an unrevised Program Memorandum by the Facility or a Program Memorandum with any revisions by both parties, it shall become a part of this agreement and shall be incorporated by reference as an "Accepted Program Memorandum."

3.4.2. Period & Renewal. Accepted Program Memoranda shall be effective for a period of one (1) year, and may be renewed upon mutual agreement.

3.4.3. Conflict. If the Accepted Program Memorandum is construed to be inconsistent in any manner with this Agreement, the terms of this Agreement shall apply.

SECTION 4. PLACEMENT OF STUDENTS.

4.1. List. The University will provide the Facility with a listing of students who will be participating under the program and will update that listing periodically.

4.2. Certification for Acceptance. The Facility will not accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of the School or College.

SECTION 5. NO DISCRIMINATION.

5.1. Protected Classes. The parties shall not discriminate against any person in any actions taken as a result of this Agreement on the basis of race, color, national origin, ancestry, creed, religion, sex, sexual orientation, marital status, pregnancy, parental status, physical condition, handicap, developmental or other disability.

5.2. Reasonable Accommodations. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities.

STUDENT AFFILIATION AGREEMENT

SECTION 6. LIABILITY.

6.1. Limitation. The liability of the University and other political subdivisions of the State of Wisconsin is governed and limited by Wis. Stat. §§ 893.82 and 895.46.

6.2. Indemnification. To the extent permitted by law, the Facility and the University will indemnify their own employees, officers, and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to §§ 893.82 and 895.46.

6.3. Students. To the extent permitted and required by law, the University will indemnify students in a training program for credit required for graduation.

6.4. No Waiver. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.

SECTION 7. GOVERNING LAW. This agreement shall be construed and governed by the laws of the State of Wisconsin.

FOR THE UNIVERSITY



Signature of Authorized Official

Muhammad R.K. Chishty, Ph.D.
Printed Name

Dean, College of Education, Business and Allied Health
Title

5/30/2024
Date

FOR THE FACILITY


Signature of Authorized Official

Lora Thurston
Printed Name

Assistant Director Special
Title Services

May 30, 2024
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Children's Museum, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 26, 2024 and shall remain in effect until June 30, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Duluth Public Schools Early Childhood Family Education (ECFE) licensed parent education and early childhood staff will be gathering with pregnant and parenting teens and their families weekly throughout the school year to offer early childhood and parenting education information, resources and support at the Duluth Children's Museum.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$0 hourly and \$ 0 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jen Jaros ECFE, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Duluth Children's Museum, Attn: Drew Jensen 2125 W Superior St, Duluth, MN 55806.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

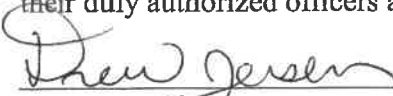
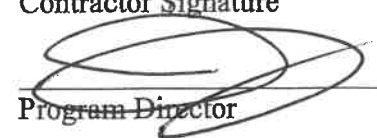
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


41-0718361
5/30/2024
 Contractor Signature SSN/Tax ID Number Date

5/31/24
5/30/24
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding


5/31/24
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

**Revenue Contracts Signed
May 2024**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	Amount or Estimated Amount*	Contract Source	Description
Harbor City International School	\$46,500.00	Child Nutrition	Vended meals for 24-25 school year

School Nutrition Programs

Agreement for Vended Meals Provided by a School Food Authority

School Year 2024-2025

This agreement is for a School Food Authority (SFA) that participates in School Nutrition Programs (SNP) to obtain reimbursable SNP meals from another SFA, which is referred to in this contract as the “Vendor”. An *Agreement for Vended Meals Provided by a School Food Authority* must be completed each school year that the Vendor will provide meals to the SFA. This agreement template may not be used to obtain SNP meals from a commercial vendor.

Meal charges are based on the Vendor recouping at least the estimated costs of providing the meals or snacks. If actual costs are not available, the charge may be based on the total federal reimbursement that could be received for the meal or snack including the value of USDA Foods if applicable.

Competitive quotes are not needed when SNP meals will be obtained from another SFA. The Vendor and SFA may directly negotiate meal prices without additional, competitive quotes.

I. Purpose and Term

“School Food Authority” or “SFA” means the school food authority that will receive the meals and claim the meals for SNP reimbursements under the SFA’s agreement with the Minnesota Department of Education (MDE).

“Vendor” means the school food authority that will provide the SNP meals.

This contract, between School Food Authority (SFA):

Harbor City International School

SFA’s Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number:

74085000000

and Vendor :

Duluth Public Schools, ISD 709

SFA’s Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number: 1000003456

authorizes that the Vendor will provide meals, snacks or milk in accordance with this agreement and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II of this contract.

The contract is effective for the period of: 09/01/2024 through 06/15/2025

Vendor will provide meals to SFA site(s) listed below or on an attached list.

Site Name	Site Address	CLICS Number (if known)
Harbor City International School	332 West Michigan Street, Duluth, MN 55802	74085000000

SFA will notify Vendor SFA with _____ days' notice of changes to sites.

If all sites do not receive the same types of meals, describe differences between sites here:

II. Meal Requirements

A. Vendor will provide meals, snacks and/or milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 (check all programs that apply):

- Lunches meeting National School Lunch Program requirements,* 7 Code of Federal Regulations (CFR) 210.
- Breakfasts meeting School Breakfast Program requirements, 7 CFR 220.
- Snacks meeting Afterschool Care Snacks requirements, 7 CFR 210.
- Milk meeting Special Milk Program requirements, 7 CFR 215 / Minnesota Kindergarten Milk Program.
- Other (describe):

B. Vendor will provide meals to SFA in the following manner:

- Unitized meals.
- Bulk quantities accompanied by written instructions regarding the planned portion size for each food component.

C. Vendor will also provide (check all that apply):

- Eating Utensils. - *Soup Spoons*
- Condiments.
- Paper Items. - *Soup Bowls*

- Extra Milk.
- Transportation Containers.
- Other, describe:

III. Meal Charges and Billing

A. SFA will pay the following fixed prices for meals that meet program requirements and are delivered in accordance with the agreement. The fixed prices are the total amount due from SFA for each meal type; Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

Meal charges are based on the use of all commercial foods. Meal prices have *not* been reduced to reflect the value of SFA’s USDA Foods. SFA will receive credit for its USDA Foods entitlement value as described in Section V.

Breakfast \$

Snack \$

Lunch \$ 4.43

Meals (check one): include milk do not include milk

If applicable, describe other charges such as for extra milk, adult meals, and adjustments to meals to accommodate special dietary needs:

Price increase justification: Milk was not included in last years price, but is being taken daily. Our main supplier bid with a 10 % increase. Currently only supplying spoons and soup bowls in reference to eating utensils and paper items. Additdional charges would apply if more items are needed.

Vendor SFA will bill SFA as described (include frequency of billing):
The Duluth School District will bill Harbor City International School on a monthly basis for meals.

NOTE: Neither the Minnesota Department of Education (MDE) nor USDA assumes any liability for meal payments.

IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute or modify food or beverage items as requested by SFA for students with medical or special dietary needs as specified by SFA. SFA is responsible to obtain and maintain any documentation required for SFA to claim program reimbursements.

If Vendor incurs additional costs for substitutions specified by SFA that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither SFA nor Vendor may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions or modifications to meals, as specified by SFA, for students with a disability that restricts their diet so that they are unable to consume the regular program meals. SFA is responsible to obtain the *Special Diet Statement* for the student that is required for SFA to claim program reimbursement for the meals.

B. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement

Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114 for lactose-intolerant students whose parents have submitted written requests: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. SFA is responsible to maintain the written requests on file.

C. Meal Substitutions for Students without Disability (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions that are within the meal pattern on a case-by-case basis for *students who do not have a disability* but who have special dietary needs. SFA will specify the required substitutions to Vendor.

D. Non-Dairy Fluid Milk Substitutes (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more *non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk* to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. SFA will maintain the written requests that are required to claim program reimbursement for non-dairy fluid milk substitutes.

V. USDA Foods

SFA's USDA Foods entitlement value for the school year is \$ _____ . SFA will permit MDE to transfer SFA's entitlement value for the school year to Vendor. Vendor will credit SFA for SFA's USDA Foods based on SFA's entitlement value.

Vendor will provide credits for USDA Foods to SFA at this frequency (check one):

On the monthly invoice, in the set monthly credit amount based on SFA's entitlement value shown above divided by SFA's number of operating months.

SFA's number of operating months:

Monthly credit that will be provided by Vendor (total entitlement divided by the number of operating months): \$

Other frequency

At the end of the contract year.

VI. Ordering and Delivering

A. SFA or sites will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for SFA or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by e-mail, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information:

B. Vendor will deliver meals as described. Include time(s) for each site.

(For each meal service, indicate time that meal will be delivered or picked up by SFA. If more than one site, indicate for each site.) Describe here, or reference here to attached information:

SFA will phone in meal count the day prior by 2:00 PM. and pick up meals from Production School at agreed upon time. Variety of fruits & vegetables are at the discretion of the Vendor and change with season.

C. Responsibility for transport containers:

(Indicate whether Vendor or SFA will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or SFA/Site to return transport containers. If more than one site, indicate any differences between sites.)

Describe here, or reference here to attached information: SFA cleans the transport containers.

D. Other:

Pans sent with food will be returned clean the next day.

VII. Recordkeeping and Availability of Records

A. Vendor agrees to maintain full and accurate records, which are required for SFA to claim reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; 3) daily number of meals furnished, by type of meal.

B. Vendor and SFA agree that books and records pertaining to Vendor SFA's food service fund will be made available to SFA upon request and agrees to retain all records for inspection and audit by representatives of

SFA, MDE, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where audit findings have not been resolved the records must be retained beyond the three-year period until resolution of the audit.

VIII. Health and Sanitation

- A. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

IX. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies.

SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from MDE.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure that the food service operation is in conformance with SFA's agreement with MDE to participate in SNP.
- D. Maintain all applicable health certifications for SFA site(s).
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.

X. Termination

Either party may terminate this contract for cause by notice in writing as described:

(The number of days required for notice of termination, not to exceed 60 days, must be stated.)

The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

XI. Additional Provisions at Option of SFA and Vendor

Describe additional provisions here, or reference here to additional attached nonfinancial provisions:

Agreement for Vended Meals Provided by a School Food Authority

Signatures

SFA Name: Harbor City International School

Authorized Representative:

Title:

Signature of Authorized Representative:

Date:

Vendor Name: Duluth Public Schools, ISD 709

Authorized Representative: Simone Zunich

Title: Director of Finance

Signature of Authorized Representative:

Date: 5/23/24

